CAI® We power the possible™

ABDUL JASEEM C K

Dear **ABDUL JASEEM C K**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

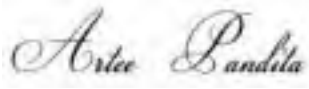
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

CAI Info India Private Limited

080 -45340400

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

CGI Information Systems and Management Consultants Pvt. Ltd.
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Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear VIJAYALAKSHMI KUMBAR,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

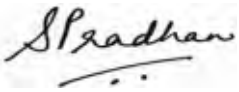
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Abhijita Sahu,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

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

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

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

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

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

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

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

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

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

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

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

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

ANNEXURE II

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

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

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

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

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

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

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

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

CAI® We power the possible™

ABHISHEK T

Dear **ABHISHEK T**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

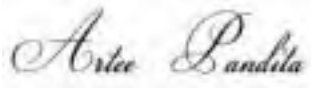
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Offer: Computer Consultancy
Ref: TCS/DT20208279525/Bangalore
Date: 11/10/2020

Dear Abhishek Verma,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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Withdrawal of Offer

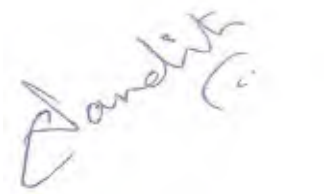
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Abhishek Verma**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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

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

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Annexure 2

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

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

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

9. No License

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

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10. Equitable Rights

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

11. General

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

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

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

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

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

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

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Offer: Computer Consultancy
Ref: TCS/DT20208279523/Bangalore
Date: 11/10/2020

Dear Abishek S,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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Withdrawal of Offer

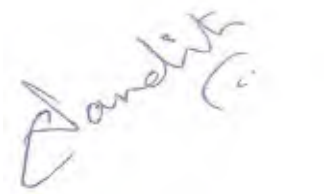
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Abishek S**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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

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

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

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

9. No License

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

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10. Equitable Rights

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

11. General

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

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

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

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

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

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

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Strictly Private and Confidential

Dear **A AISHWARYA,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

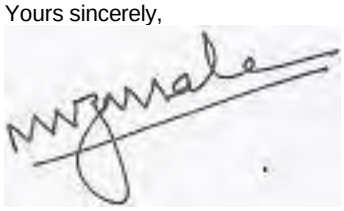
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

A AISHWARYA

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

A AISHWARYA

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **AJAY SINGH NEGI,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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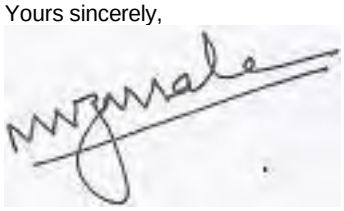
We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

AJAY SINGH NEGI

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
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Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

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

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Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
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Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

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a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

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Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

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All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

AJAY SINGH NEGI

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **AMAN KUMAR TIWARI,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

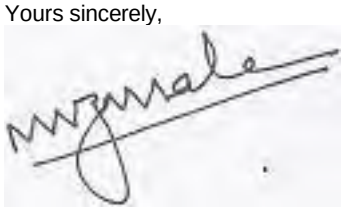
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

AMAN KUMAR TIWARI

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

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ACKNOWLEDGED AND AGREED:

_____

AMAN KUMAR TIWARI

Date:

Disclaimer

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Strictly Private and Confidential

Dear **Amit Kumar,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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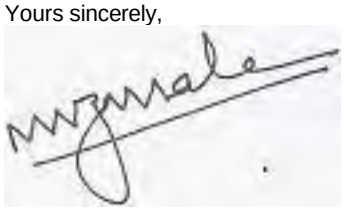
We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Amit Kumar

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
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Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
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(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

Amit Kumar

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **ARUN KUMAR,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

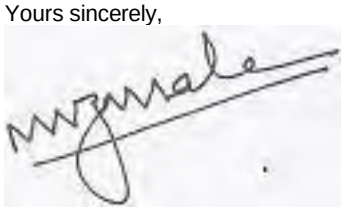
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

ARUN KUMAR

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

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

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Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

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4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

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a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

ARUN KUMAR

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **ARYAN DEVIDAS MIDDLAGAJANI,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

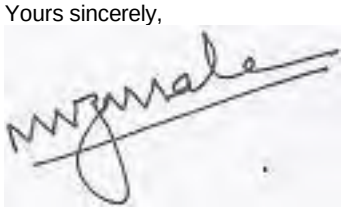
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

ARYAN DEVIDAS MIDDLAGAJANI

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

ARYAN DEVIDAS MIDDLAGAJANI

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **Bhargavi,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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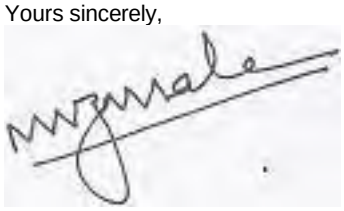

Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Bhargavi

ANNEXURE I

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Benefits applicable for current Company financial year:

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Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

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a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

Bhargavi

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **Divya R,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

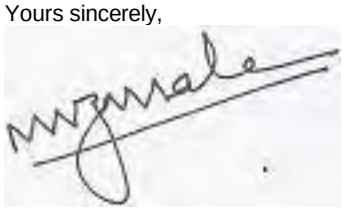
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Divya R

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

Divya R

Date:

Disclaimer

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Strictly Private and Confidential

Dear **GAURAV SINGH,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

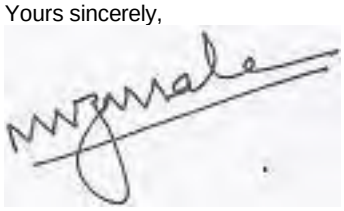
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

GAURAV SINGH

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

GAURAV SINGH

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **Likitha Devnath,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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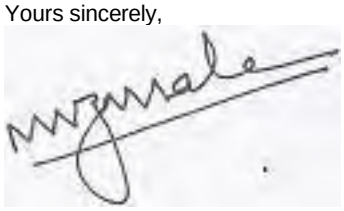
Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Likitha Devnath

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

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

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Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
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Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

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a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

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Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

Likitha Devnath

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **Mohammed Anas Kamal,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

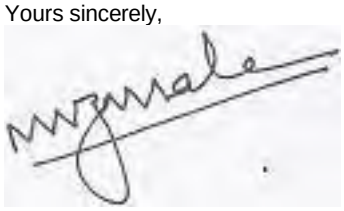
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Mohammed Anas Kamal

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

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ACKNOWLEDGED AND AGREED:

Mohammed Anas Kamal

Date:

Disclaimer

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Strictly Private and Confidential

Dear **Mohammed Salman,**

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

Job Profile - Application Development Associate

Management Level - 12

Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

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Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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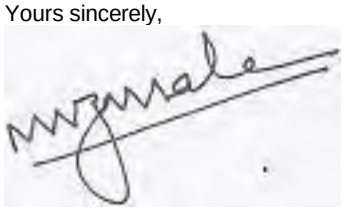
We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Mohammed Salman

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
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(C) Joining Bonus	
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Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
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You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

Mohammed Salman

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **Nithin Shankar,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

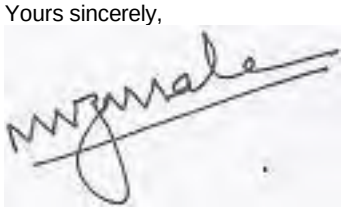
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Nithin Shankar

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

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##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

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a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

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All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

Nithin Shankar

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **SANJANA V NAIK,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

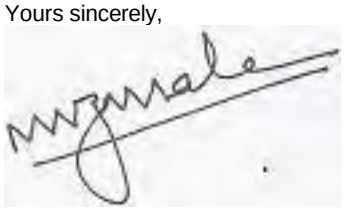
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

SANJANA V NAIK

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

SANJANA V NAIK

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **SAPNA KUMARI,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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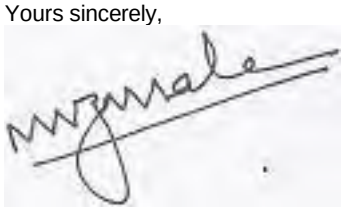

Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

SAPNA KUMARI

ANNEXURE I

COMPENSATION & BENEFITS

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

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Benefits applicable for current Company financial year:

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

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Future Service Liability	Self	Up to INR 20,00,000/-	Company
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- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

SAPNA KUMARI

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **SARANYA T,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

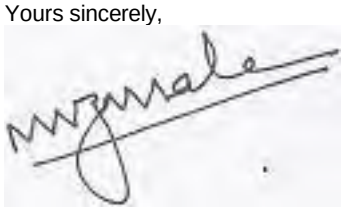
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

SARANYA T

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

SARANYA T

Date:

Disclaimer

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Strictly Private and Confidential

Dear **SAURAV BASAK,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

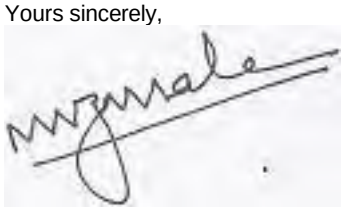
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

SAURAV BASAK

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

SAURAV BASAK

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **SHASHANK S,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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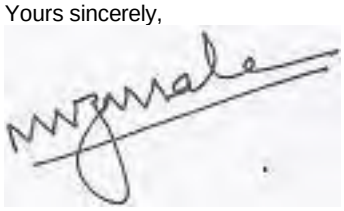
Yours sincerely,



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

ACKNOWLEDGED AND AGREED

SHASHANK S

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

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

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Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
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Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
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Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

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a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

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4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

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- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

SHASHANK S

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **Shishri A P,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

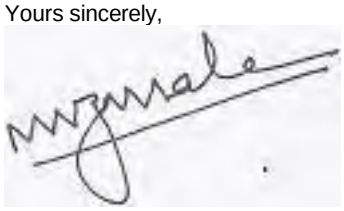
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Shishri A P

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

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ACKNOWLEDGED AND AGREED:

_____

Shishri A P

Date:

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Strictly Private and Confidential

Dear **TEJAS.S,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

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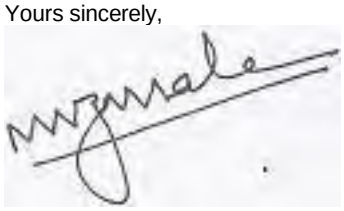
Yours sincerely,



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

ACKNOWLEDGED AND AGREED

TEJAS.S

ANNEXURE I

COMPENSATION & BENEFITS

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

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

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

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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

GST Clause:

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

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

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

TEJAS.S

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Strictly Private and Confidential

Dear **Uday Shankar B M,**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

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

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

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10, 000 provided new joiner is employed with the company for minimum three months.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

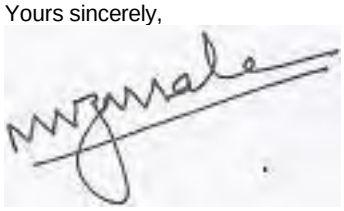
After accepting this Offer, we encourage you visit Countdown to the Company-

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

In case you have a query, please raise them on *https://indiacampus.accenture.com/myzone/accenture/auth/login*

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

Uday Shankar B M

ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	600000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 6,400/- INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensati on guidelines and applicable statutory norms.Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
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Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percent age of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

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- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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ANNEXURE II

Mandatory documentation at the time of onboarding:

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2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/app rovals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

_____

Uday Shankar B M

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

CAI® We power the possible™

ADARSH CHAUDHARY

Dear **ADARSH CHAUDHARY**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

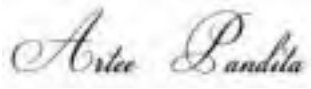
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Offer: Computer Consultancy
Ref: TCS/DT20208279505/Bangalore
Date: 11/10/2020

Dear ADITYA KHATOKAR J,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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Withdrawal of Offer

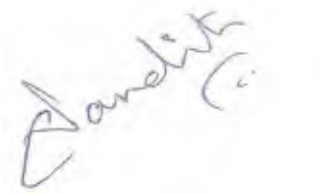
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**ADITYA KHATOKAR J**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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

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

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Annexure 2

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

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

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

9. No License

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

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10. Equitable Rights

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

11. General

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

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

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

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

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

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

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CAI® We power the possible™

ADITYA PAVAN GADI

Dear **ADITYA PAVAN GADI**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

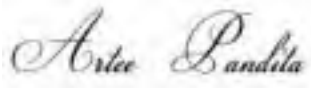
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear AGNES MARIA C,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

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

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

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

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

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

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

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

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

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

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

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

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

ANNEXURE II

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

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

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

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

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

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

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

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

CAI® We power the possible™

AKASH KUMAR YADAV

Dear **AKASH KUMAR YADAV**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

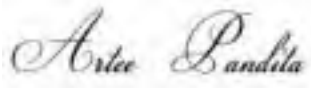
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

CAI Info India Private Limited

080 -45340400

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

CAI® We power the possible™

AKSAL RESAB M

Dear **AKSAL RESAB M**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

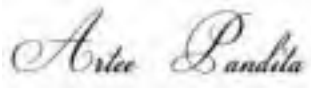
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Detailed CTC Breakdown:

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Basic	INR 13,750.00	INR 1,65,000.00
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Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Offer: Computer Consultancy
Ref: TCS/DT20208279506/Bangalore
Date: 11/10/2020

Dear ALFIYA KHANUM,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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Withdrawal of Offer

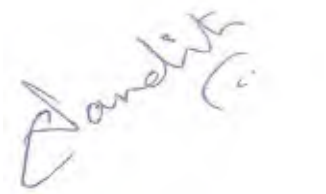
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**ALFIYA KHANUM**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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

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

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

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

9. No License

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

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10. Equitable Rights

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

11. General

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

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

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

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

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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

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

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Amritha V

Mr.Amritha V

Dear Amritha V

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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We extend a very warm welcome into the Allegis family, and look forward to a long and mutually rewarding association.

Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Aparna AM

Dear Aparna AM

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Aradhya Bose

Dear Aradhya Bose

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Derick Nathaniel massar

Dear Derick Nathaniel massar

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Gopika Suresh

Dear Gopika Suresh

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Krishma Thapa

Dear Krishma Thapa

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Niharika pramod

Dear Niharika pramod

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Nishtha Keshri Keshri

Dear Nishtha Keshri Keshri

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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We extend a very warm welcome into the Allegis family, and look forward to a long and mutually rewarding association.

Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Nivetha R

Dear Nivetha R

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.R Rashmi Priyaa

Dear R Rashmi Priyaa

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Rebecca Jose Diniz

Dear Rebecca Jose Diniz

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.RJ Pricilla

Dear RJ Pricilla

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Shifa Gaffoor

Dear Shifa Gaffoor

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Singh Aishwarya Ajay

Dear Singh Aishwarya Ajay

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Vismaya M

Dear Vismaya M

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.wahida Nargis

Dear wahida Nargis

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Mr.Bansika Sahoo

Dear Bansika Sahoo

Further to our meetings and discussions, we are extremely pleased to offer you the position of a **"Recruitment Sourcing Specialist - Level 1"** with **Allegis Global Solutions (India) Pvt. Ltd.** Your employment will commence as may be mutually agreed. Your principle place of appointment and base location, at all points of time during your employment with Allegis India, shall be Commerce @ Mantri, Level 3, No. 12/1 & 12/2, NS Palya, Bannerghatta Road, Bangalore – 560076.

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Wishing you all the best,

For **Allegis Global Solutions (India) Pvt. Ltd.,**
Sd/-
Lalkumar Pullikodan
Director Financial Operations

Acknowledged and accepted:

Offer: Computer Consultancy
Ref: TCS/DT20208279507/Bangalore
Date: 11/10/2020

Dear AMANDA KELLY DCOSTA,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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Withdrawal of Offer

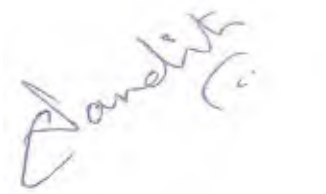
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**AMANDA KELLY DCOSTA**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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

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

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Annexure 2

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

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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CAI® We power the possible™

ANIRUDH MURALIDHAR

Dear **ANIRUDH MURALIDHAR**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

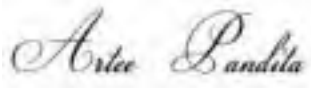
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear ANITHA V,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

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W :wipro.com
C :L32102KA1945PLC020800

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Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear ANTHONY DARSHAN F,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

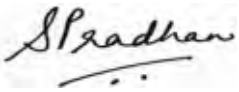
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Required fields are marked with an asterisk.

Agreement

Offer of employment with ANZ

Confidential

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
Outer Ring Road, Nagavara & Rachenahalli Village
K R Puram Hobli
Bengaluru 560 045

Dear MARIA G

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

Accepting ANZ's offer of employment and next steps

As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport • copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

1. Open a bank account

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

2. Provide consent to undergo pre-employment screening

To comply with its legal and regulatory obligations and in accordance with ANZ policy, ANZ may require you to consent to undergo a police record check or other background checks before you commence employment with ANZ.

ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
Outer Ring Road, Nagavara & Rachenahalli Village
K R Puram Hobli
Bengaluru 560 045

Dear MARIA G,

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (ANZ).

This letter sets out the terms of your employment, and constitutes your employment agreement with ANZ. If you accept this offer, this agreement will become your only employment agreement with ANZ and will replace all previous employment agreements and understandings between you and ANZ.

1. Position details

The details of your position with ANZ including your reporting arrangements, work location and the date you will start work in this position are set out in Schedule 1.

You agree to diligently perform the duties and responsibilities that ANZ assigns to you. ANZ may vary these duties and responsibilities at any time.

2. Pay and rewards

Information about your pay and rewards are contained in Schedule 2.

3. Hours of work

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

4. Policies, procedures, rules and codes

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.

5. Code of conduct and ethics

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

6. Leave

Your leave entitlements, including annual leave, sick and parental leave are contained in ANZ's policies. ANZ is committed to ensuring that its leave policies comply with at least the minimum legal requirements.

7. Ending employment with ANZ

Schedule 3 sets out the different ways that your employment with ANZ may come to an end and the entitlements and obligations that will apply.

8. Conflict of Interest

Some activities or interests may conflict with your obligations to ANZ. These activities and interests include:

(a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or

(b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or

(c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

9. Confidential information

As a leading and trusted financial institution it is essential that ANZ guarantees the privacy, confidentiality and integrity of its information.

Confidential information is any information about ANZ Group, its customers or its affairs which you obtain during your employment, unless the information is already available to the public other than as a result of a breach of this clause. Some specific examples of confidential information include information about:

- Customers, including, their names, contact details, financial information and the dealings they have with ANZ Group or the products and services we have supplied to them;
- ANZ's processes, procedures and systems;
- Working documents such as research, strategies, papers, proposals, presentations and financial information.

You must keep secure, and must not disclose or use confidential information except where required as part of your role, or with your line manager's written agreement.

These obligations continue after your employment with ANZ ends.

10. Intellectual property

In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

- that ANZ will own all of these intellectual property rights;
- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

11. Monitoring of ANZ systems

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

12. Repayment of monies

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

13. Pre-employment screening & ongoing screening

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

14. Variations to this employment agreement

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

15. National (Australian) Privacy Principles and India Privacy Legislation

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

(a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.

(b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'

information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

16. Compliance with applicable laws

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

17. Governing law and jurisdiction

This employment agreement will be governed by, and construed in accordance with, the laws of India.

18. Severability

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

19. True and correct information

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

20. Employment agreement confidentiality

It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

21. Consent to Electronic Transmission of Information

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on “Submit”.

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

Schedule 1 - Details of position and working arrangements

Position title Fulfilment/Settlement

Officer **Classification**

Officer Group 6.3

Reporting arrangements

Sunny M

Place of work

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

Agreed hours of work

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

Rostered hours of work

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

Suspension

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.

Schedule 2 - Pay and rewards

Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

Provident Fund (ANZ's Company Contribution)* •

41,600

Flexible Component •

94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution **

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statue, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

Note:

*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

**Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

Downward Adjustment

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.

Schedule 3 - Details on termination of employment

Probationary period

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

Resignation

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

Termination on notice

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

(a) during your probation period; or
(b) for a reason that results in termination without notice.

Payment in lieu of notice

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

Duties during notice period

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

Termination without notice

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

Non-solicitation

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

Return of property

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

Notice requirements

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

Where it is not practicable to deliver the notice as above, you may serve such notice on your line manager or acting line manager electronically.

Attachments

QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

Recruiter	**Email**
Punith Kumar G	kumarp31@ANZ.COM

OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

*Response Accept the offer

Decline Comments (if you are declining the offer)

Any comments entered here will be received by the Recruiter

MY ELECTRONIC SIGNATURE

*

First Name (Please type your First Name as shown below under Printed Name)

******

*

Last Name (Please type your Last Name as shown below under Printed Name)

******

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.

Required fields are marked with an asterisk.

Agreement

Offer of employment with ANZ

Confidential

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
Outer Ring Road, Nagavara & Rachenahalli Village
K R Puram Hobli
Bengaluru 560 045

Dear MOHAMMED AKIF SHERIFF

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

Accepting ANZ's offer of employment and next steps

As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport • copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

1. Open a bank account

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

2. Provide consent to undergo pre-employment screening

To comply with its legal and regulatory obligations and in accordance with ANZ policy, ANZ may require you to consent to undergo a police record check or other background checks before you commence employment with ANZ.

ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
Outer Ring Road, Nagavara & Rachenahalli Village
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This letter sets out the terms of your employment, and constitutes your employment agreement with ANZ. If you accept this offer, this agreement will become your only employment agreement with ANZ and will replace all previous employment agreements and understandings between you and ANZ.

1. Position details

The details of your position with ANZ including your reporting arrangements, work location and the date you will start work in this position are set out in Schedule 1.

You agree to diligently perform the duties and responsibilities that ANZ assigns to you. ANZ may vary these duties and responsibilities at any time.

2. Pay and rewards

Information about your pay and rewards are contained in Schedule 2.

3. Hours of work

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

4. Policies, procedures, rules and codes

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.

5. Code of conduct and ethics

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

6. Leave

Your leave entitlements, including annual leave, sick and parental leave are contained in ANZ's policies. ANZ is committed to ensuring that its leave policies comply with at least the minimum legal requirements.

7. Ending employment with ANZ

Schedule 3 sets out the different ways that your employment with ANZ may come to an end and the entitlements and obligations that will apply.

8. Conflict of Interest

Some activities or interests may conflict with your obligations to ANZ. These activities and interests include:

(a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or

(b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or

(c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

9. Confidential information

As a leading and trusted financial institution it is essential that ANZ guarantees the privacy, confidentiality and integrity of its information.

Confidential information is any information about ANZ Group, its customers or its affairs which you obtain during your employment, unless the information is already available to the public other than as a result of a breach of this clause. Some specific examples of confidential information include information about:

- Customers, including, their names, contact details, financial information and the dealings they have with ANZ Group or the products and services we have supplied to them;
- ANZ's processes, procedures and systems;
- Working documents such as research, strategies, papers, proposals, presentations and financial information.

You must keep secure, and must not disclose or use confidential information except where required as part of your role, or with your line manager's written agreement.

These obligations continue after your employment with ANZ ends.

10. Intellectual property

In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

- that ANZ will own all of these intellectual property rights;
- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

11. Monitoring of ANZ systems

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

12. Repayment of monies

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

13. Pre-employment screening & ongoing screening

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

14. Variations to this employment agreement

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

15. National (Australian) Privacy Principles and India Privacy Legislation

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

(a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.

(b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'

information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

16. Compliance with applicable laws

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

17. Governing law and jurisdiction

This employment agreement will be governed by, and construed in accordance with, the laws of India.

18. Severability

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

19. True and correct information

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

20. Employment agreement confidentiality

It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

21. Consent to Electronic Transmission of Information

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on “Submit”.

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

Schedule 1 - Details of position and working arrangements

Position title Fulfilment/Settlement

Officer **Classification**

Officer Group 6.3

Reporting arrangements

Sunny M

Place of work

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

Agreed hours of work

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

Rostered hours of work

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

Suspension

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.

Schedule 2 - Pay and rewards

Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

Provident Fund (ANZ's Company Contribution)* •

41,600

Flexible Component •

94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution **

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statue, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

Note:

*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

**Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

Downward Adjustment

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.

Schedule 3 - Details on termination of employment

Probationary period

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

Resignation

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

Termination on notice

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

(a) during your probation period; or
(b) for a reason that results in termination without notice.

Payment in lieu of notice

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

Duties during notice period

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

Termination without notice

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

Non-solicitation

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

Return of property

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

Notice requirements

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

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Attachments

QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

Recruiter	**Email**
Punith Kumar G	kumarp31@ANZ.COM

OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

*Response Accept the offer

Decline Comments (if you are declining the offer)

Any comments entered here will be received by the Recruiter

MY ELECTRONIC SIGNATURE

*

First Name (Please type your First Name as shown below under Printed Name)

******

*

Last Name (Please type your Last Name as shown below under Printed Name)

******

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.

Required fields are marked with an asterisk.

Agreement

Offer of employment with ANZ

Confidential

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
Outer Ring Road, Nagavara & Rachenahalli Village
K R Puram Hobli
Bengaluru 560 045

Dear MOHAMMED IBRAHIM

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

Accepting ANZ's offer of employment and next steps

As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport • copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

1. Open a bank account

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

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ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
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2. Pay and rewards

Information about your pay and rewards are contained in Schedule 2.

3. Hours of work

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

4. Policies, procedures, rules and codes

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.

5. Code of conduct and ethics

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

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Your leave entitlements, including annual leave, sick and parental leave are contained in ANZ's policies. ANZ is committed to ensuring that its leave policies comply with at least the minimum legal requirements.

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Schedule 3 sets out the different ways that your employment with ANZ may come to an end and the entitlements and obligations that will apply.

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Some activities or interests may conflict with your obligations to ANZ. These activities and interests include:

(a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or

(b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or

(c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

9. Confidential information

As a leading and trusted financial institution it is essential that ANZ guarantees the privacy, confidentiality and integrity of its information.

Confidential information is any information about ANZ Group, its customers or its affairs which you obtain during your employment, unless the information is already available to the public other than as a result of a breach of this clause. Some specific examples of confidential information include information about:

- Customers, including, their names, contact details, financial information and the dealings they have with ANZ Group or the products and services we have supplied to them;
- ANZ's processes, procedures and systems;
- Working documents such as research, strategies, papers, proposals, presentations and financial information.

You must keep secure, and must not disclose or use confidential information except where required as part of your role, or with your line manager's written agreement.

These obligations continue after your employment with ANZ ends.

10. Intellectual property

In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

- that ANZ will own all of these intellectual property rights;
- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

11. Monitoring of ANZ systems

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

12. Repayment of monies

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

13. Pre-employment screening & ongoing screening

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

14. Variations to this employment agreement

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

15. National (Australian) Privacy Principles and India Privacy Legislation

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

(a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.

(b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'

information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

16. Compliance with applicable laws

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

17. Governing law and jurisdiction

This employment agreement will be governed by, and construed in accordance with, the laws of India.

18. Severability

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

19. True and correct information

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

20. Employment agreement confidentiality

It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

21. Consent to Electronic Transmission of Information

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on “Submit”.

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

Schedule 1 - Details of position and working arrangements

Position title Fulfilment/Settlement

Officer **Classification**

Officer Group 6.3

Reporting arrangements

Sunny M

Place of work

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

Agreed hours of work

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

Rostered hours of work

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

Suspension

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.

Schedule 2 - Pay and rewards

Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

Provident Fund (ANZ's Company Contribution)* •

41,600

Flexible Component •

94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution **

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statue, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

Note:

*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

**Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

Downward Adjustment

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.

Schedule 3 - Details on termination of employment

Probationary period

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

Resignation

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

Termination on notice

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

(a) during your probation period; or
(b) for a reason that results in termination without notice.

Payment in lieu of notice

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

Duties during notice period

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

Termination without notice

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

Non-solicitation

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

Return of property

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

Notice requirements

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

Where it is not practicable to deliver the notice as above, you may serve such notice on your line manager or acting line manager electronically.

Attachments

QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

Recruiter	**Email**
Punith Kumar G	kumarp31@ANZ.COM

OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

*Response Accept the offer

Decline Comments (if you are declining the offer)

Any comments entered here will be received by the Recruiter

MY ELECTRONIC SIGNATURE

*First Name (Please type your First Name as shown below under Printed Name)
******

*Last Name (Please type your Last Name as shown below under Printed Name)
******

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.

Required fields are marked with an asterisk.

Agreement

Offer of employment with ANZ

Confidential

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
Outer Ring Road, Nagavara & Rachenahalli Village
K R Puram Hobli
Bengaluru 560 045

Dear MOHAMMED JUNAID M

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (**ANZ**).

This letter provides you with the information you need to accept this offer and the things you will need to do prior to your commencement with ANZ. You will find enclosed a copy of your employment agreement.

Accepting ANZ's offer of employment and next steps

As part of our e-Execution process, you will be asked if you accept the offer and the terms of employment in the employment agreement (including the cover letter and Schedules). We must receive your e-Executed employment agreement electronically within five calendar days from the date of this letter, otherwise this offer may be withdrawn.

Please also bring the following original documents with you for verification on your first day of work:

- photo identification including any two of your current PAN card, voters identification, drivers licence or passport • copies of all documents relating to your skills, experience and qualifications, as required by ANZ
- where applicable, copies of all visas you have to enable you to work in India

If this documentation is not provided prior to your commencement with ANZ, you may be asked to defer commencement until the documentation is produced. Please also arrange to:

1. Open a bank account

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will assist you in opening a bank account with a preferred bank as determined by ANZ at the relevant time.

2. Provide consent to undergo pre-employment screening

To comply with its legal and regulatory obligations and in accordance with ANZ policy, ANZ may require you to consent to undergo a police record check or other background checks before you commence employment with ANZ.

ANZ may engage the services of an external provider to conduct these checks. This external provider may contact you prior to your commencement with ANZ to obtain your consent.

If you have further questions please contact your line manager or recruitment consultant to talk about any aspects of this offer. I look forward

to welcoming you as part of the team and wish you every success in your new role.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

ANZ Support Services India Pvt Ltd
"Eucalyptus", Manyata Embassy Business Park - SEZ,
Outer Ring Road, Nagavara & Rachenahalli Village
K R Puram Hobli
Bengaluru 560 045

Dear MOHAMMED JUNAID M,

On behalf of ANZ, I am pleased to offer you the position of Fulfilment/Settlement Officer with ANZ Support Services India Pvt Ltd (ANZ).

This letter sets out the terms of your employment, and constitutes your employment agreement with ANZ. If you accept this offer, this agreement will become your only employment agreement with ANZ and will replace all previous employment agreements and understandings between you and ANZ.

1. Position details

The details of your position with ANZ including your reporting arrangements, work location and the date you will start work in this position are set out in Schedule 1.

You agree to diligently perform the duties and responsibilities that ANZ assigns to you. ANZ may vary these duties and responsibilities at any time.

2. Pay and rewards

Information about your pay and rewards are contained in Schedule 2.

3. Hours of work

The number of hours that you agree to work and details of other work arrangements are set out in Schedule 1.

4. Policies, procedures, rules and codes

Information about the way we work at ANZ is contained in our policies, procedures, rules and codes. You are required to comply with these policies, procedures, rules and codes and it is important that you read and familiarise yourself with them. Our policies are available on the intranet.

These policies, procedures, rules and codes do not form part of your employment agreement and may be varied by ANZ from time to time at ANZ's discretion.

5. Code of conduct and ethics

ANZ has developed guiding principles and ethical standards which apply to you as an employee of ANZ. These are set out in the Code of Conduct and Ethics and the supporting policy framework. You must act in accordance with these principles and standards at all times.

6. Leave

Your leave entitlements, including annual leave, sick and parental leave are contained in ANZ's policies. ANZ is committed to ensuring that its leave policies comply with at least the minimum legal requirements.

7. Ending employment with ANZ

Schedule 3 sets out the different ways that your employment with ANZ may come to an end and the entitlements and obligations that will apply.

8. Conflict of Interest

Some activities or interests may conflict with your obligations to ANZ. These activities and interests include:

(a) any outside business interest including non-ANZ work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest which has the potential to be in conflict with your employment, the interests of ANZ or ANZ's partners, customers or suppliers; or

(b) engaging in any activity that might compete directly or indirectly with ANZ Group (in this employment agreement, ANZ Group means ANZ and any related body corporate as defined in the Corporations Act 2001, any joint ventures or partnerships in which ANZ is a participant or any body corporate in which ANZ or a related body corporate of ANZ is a strategic investor or has a strategic equity interest) or might pose a conflict of interest with your employment; or

(c) having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.
You must not do any things that may conflict with your obligations to ANZ, no matter how minor they may seem to be, unless you have the prior written approval of ANZ.

You must also disclose any potential conflict of interest to ANZ before you start work and as soon as possible, at any time one arises, during your employment.

9. Confidential information

As a leading and trusted financial institution it is essential that ANZ guarantees the privacy, confidentiality and integrity of its information.

Confidential information is any information about ANZ Group, its customers or its affairs which you obtain during your employment, unless the information is already available to the public other than as a result of a breach of this clause. Some specific examples of confidential information include information about:

- Customers, including, their names, contact details, financial information and the dealings they have with ANZ Group or the products and services we have supplied to them;
- ANZ's processes, procedures and systems;
- Working documents such as research, strategies, papers, proposals, presentations and financial information.

You must keep secure, and must not disclose or use confidential information except where required as part of your role, or with your line manager's written agreement.

These obligations continue after your employment with ANZ ends.

10. Intellectual property

In the course of your employment you may develop concepts or materials which give rise to intellectual property rights. You agree:

- that ANZ will own all of these intellectual property rights;
- where applicable, to assign to ANZ any of these intellectual property rights (including any future rights) on a worldwide basis;
- to irrevocably waive any moral rights that you may hold in any materials concepts or ideas you create during your employment with ANZ; and
- to execute any further documents that are required by ANZ to give effect to these obligations.

11. Monitoring of ANZ systems

As a leading global financial institution ANZ has obligations to monitor and report fraud and other irregular activities to regulatory authorities. All ANZ systems and equipment, including employee ANZ bank accounts, are monitored for purposes including the detection and prevention of fraudulent activity. Your communications and access are not private and monitoring may take place for work-related, security or other investigatory purposes. For security purposes ANZ may record such telephone conversations as it may consider appropriate and may access recorded information in the case of a security or other investigation. You should be aware that any private discussions made on these lines may be intercepted and your personal privacy is not guaranteed.

12. Repayment of monies

You acknowledge that, both during your employment and after your employment ends, you have an obligation to repay any employment related amounts you owe to ANZ.

You agree that for all employment related amounts:

- upon request, you will repay any monies mistakenly paid to you by ANZ;
- upon request, you will repay all amounts you owe to ANZ (for example, personal expenses incurred on an ANZ provided credit card or mobile telephone, or amounts owing for ANZ funded study assistance); and
- subject to law, ANZ is authorised to withhold unpaid amounts from monies otherwise owed to you upon termination of employment.

13. Pre-employment screening & ongoing screening

In accordance with its legal and regulatory obligations, and in accordance with ANZ policy, you may be required to undergo a police record check prior to commencing work with ANZ, or at other times during your employment.

You may also be required to undergo other checks (e.g. bankruptcy checks, sanctions screening, reference checks, etc). ANZ may engage the services of an external provider to conduct these checks.

Your initial and ongoing employment is conditional on ANZ being satisfied that the results of:

- a police record check are compatible with the inherent requirements of your position; and
- any other required background or other checks are to the satisfaction of ANZ (keeping in mind your position and ANZ's role as a financial institution)

ANZ may use any information you provide to conduct reference checks and any other background checks.

Your employment is also conditional upon you holding all necessary visas and meeting all immigration requirements necessary for you to work in India in this position.

If, in the opinion of ANZ, any of your background checks, reference checks or visas are not satisfactory, ANZ may choose not to commence your employment, or where you have already started, to end your employment immediately, with no liability to pay compensation to you.

14. Variations to this employment agreement

You and ANZ may agree to vary this employment agreement in writing.

In addition, to meet business needs, ANZ may change your position, position title, reporting arrangements, duties and location on giving you reasonable notice. ANZ may also change the various components of your TEC as described in Schedule 2.

Changes to the terms and conditions of your employment will not constitute a termination of your employment, and will not entitle you to any benefits under the ending employment provisions of this employment agreement.

If any changes are made to the terms of your employment, all other terms of this employment agreement will continue to apply to your employment.

15. National (Australian) Privacy Principles and India Privacy Legislation

In addition to the terms and conditions contained in this employment agreement, the following shall also be applicable:

(a) the National (Australian) Privacy Principles form part of this letter and apply to your employment. You must diligently comply with those principles in performing your duties for ANZ.

(b) India Privacy Laws: The Government of India has notified The Reasonable security practices and procedures and sensitive personal data or information Rules (Privacy Laws).

Privacy Laws provide various obligations on organisations in India. To facilitate your employment, or to comply with statutory or regulatory requirements, ANZ Support Services India Pvt Ltd will collect sensitive personal data or information about you and your dependants from time to time. This includes, without limitation, information relevant to your employment or your dependants'

information such as password, physical, physiological or mental health conditions, medical records, or financial information such as your bank account details.

ANZ Support Services India Pvt Ltd may also be required to collect, transfer, or disclose such information to other ANZ entities (including ANZ Banking Group Limited) and/or to third parties where it is necessary to facilitate your employment. This may include medical practitioners, rehabilitation providers, insurers or other experts, agents and consultants to assist ANZ in relation to your employment.

By accepting this you provide your consent to ANZ Support Services India Pvt Ltd and other entities as above to collect, store, share and use the sensitive personal data or information about you or your dependants.

16. Compliance with applicable laws

You must strictly comply with all applicable laws including any rules, regulations and guidelines issued by the Reserve Bank of India or the Securities and Exchange Board of India, with regards to customer information, confidentiality, securities trading, etc.

17. Governing law and jurisdiction

This employment agreement will be governed by, and construed in accordance with, the laws of India.

18. Severability

If any part of this employment agreement is found to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining parts of the agreement will be severable and enforceable in accordance with their terms, so long as they do not fail their essential purpose. You and ANZ agree to negotiate in good faith to replace any such illegal or unenforceable part with suitable substitute provisions which will maintain as far as possible the purposes and the effect of this offer.

19. True and correct information

You declare that all information provided by you is true and correct. If any information you have provided is false or misleading in any particular then ANZ shall be at liberty to terminate your employment without notice at its absolute discretion. By accepting this offer, you confirm that you have not been placed on a bond or convicted of any criminal offence.

20. Employment agreement confidentiality

It is a condition of your employment that you keep the terms of this employment agreement confidential. If you have any questions in relation to these matters you may raise them with your line manager or your recruitment consultant.

21. Consent to Electronic Transmission of Information

You agree to receive, for your consideration, this employment agreement electronically by accessing the ANZ Onboarding Centre using your unique logon username and password which you have created.

Should you agree to accept the terms and conditions in this employment agreement, you consent to do so by way of e-Execution. This will require you to:

- select the option below that will confirm that you have read, you have understood and you agree to the terms and conditions in this employment agreement;
- type your first name and surname in the space provided to confirm your identity; and • then click on “Submit”.

When you meet your Onboarding Specialist, you will also need to sign this employment agreement by way of your handwritten signature.

Yours sincerely

Rita Newman

Tribe Lead, Joiners & Movers

Schedule 1 - Details of position and working arrangements

Position title Fulfilment/Settlement

Officer **Classification**

Officer Group 6.3

Reporting arrangements

Sunny M

Place of work

Manyata Embassy Business Park, Outer Ring Road, Near Nagavara, Bengaluru - 560045

Agreed hours of work

You agree to work 170 hours per four weekly cycle and any reasonable additional hours you may need to work to effectively perform your role. Your remuneration includes compensation for all hours that you are required to work.

You may be eligible to receive paid overtime or other allowances/payments where you work hours outside of those hours specified above. These allowances/payments will be paid in accordance with ANZ policy.

Rostered hours of work

The days and times you will be required to work these hours and any changes will be advised to you by ANZ.

You may be required to work any shift timing that is required of you by ANZ, including the night shift. Shift times may be subject to change with or without notice. You agree that you will be bound to work shifts as required by ANZ.

Suspension

ANZ may suspend you from performing your duties at ANZ's absolute discretion. An example of where this may occur is if you are subject to an investigation relating to potential breaches of the ANZ Code of Conduct and Ethics (or other ANZ policies, procedures, rules or codes) or if you are subject to an investigation by a regulator.

Generally, you will be suspended with pay. Subject to the laws of your country, ANZ may consider it necessary to suspend you from performing your duties without pay.

Schedule 2 - Pay and rewards

Remuneration Rs. (p.a)

Basic Salary

- 280,000

HRA

- 72,000

Provident Fund (ANZ's Company Contribution)* •

41,600

Flexible Component •

94,400

Lunch Coupons (Sodexo) •

12,000

ESI Contribution **

- n/a

Total Employment Cost (TEC) •

440,000.00

Your TEC is based on the full-time hours. If you are employed part-time, your TEC and any relevant components will be pro-rated based on your part-time hours of work.

You agree that an incremental employer payments/contributions that ANZ may have to incur/remit in order to meet or adapt to regulatory requirements, amendments or changes in interpretation of law, or business needs or due to the subsequent coverage under any social security or other benefit statue, will be adjusted from other existing components in the TEC above, provided always that your overall TEC will remain the same

Note:

*Provident fund: Both you and ANZ will make provident fund contributions required by law. You agree that ANZ may deduct your contribution from your salary and remit it to the Provident Fund on your behalf.

**Employee state insurance (ESI): If you are covered under ESI, both you and ANZ will make ESI contributions as required by law.

In addition to the amounts outlined above, you may receive a statutory bonus and/or Service Weightage Allowance if eligible and as mandated by applicable law.

Payment of salary

All ANZ employees are required to have their salary credited to an ANZ bank account, where such a facility is available. If your location does not currently have such a facility, ANZ will credit your salary to your nominated bank account which is required to be a bank account opened with an ANZ-preferred bank as determined by ANZ at the relevant time.

Gratuity

You will be eligible for gratuity on completion of 4 years of continuous service if you meet the eligibility criteria provided in applicable Indian laws and ANZ policy. Any gratuity will be paid upon termination of employment with ANZ.

ANZ Incentive Plan Participation

You may be eligible to participate in an applicable ANZ incentive plan.

Incentives and other rewards are not guaranteed, they do not form part of your terms and conditions of employment and they are granted at ANZ's discretion and in accordance with all applicable ANZ policies (as varied from time to time) and incentive plan terms (as varied from time to time). ANZ may take into account any matters it considers relevant in determining whether and to what extent any incentives or other rewards are granted, including but not limited to the performance of ANZ, the relevant business, and your individual performance (relative to your peers) and behaviours.

Incentives may be paid in cash, deferred equity, deferred cash, or a combination at ANZ's discretion.

ANZ may change the way in which incentives or rewards are given under the applicable incentive plan at any time, including by changing the ratio of cash to equity, the threshold for cash payments, any applicable performance conditions and the deferral periods.

If you are granted deferred equity or cash as part of your variable reward, any applicable conditions of grant will be provided to you at that time.

ANZ may withhold tax and contributions as required by law (for example, superannuation/pension) from any incentive that is paid to you.

Downward Adjustment

Any deferred remuneration (such as deferred equity and deferred cash) granted to you at any time will be subject to the conditions on which it is granted, including ANZ's discretion to downward adjust or further defer the relevant deferred remuneration. The conditions of grant applicable to each award will be made available to you at or about the time the grant is made.

Where there is a downward adjustment, the relevant deferred remuneration will be immediately and automatically forfeited or will immediately and automatically lapse (as appropriate) and will not thereafter vest or be released, provided or paid.

Schedule 3 - Details on termination of employment

Probationary period

A probationary period of 3 months will apply from the commencement date. You or ANZ may terminate your employment during the probationary period with two weeks' written notice.

Resignation

You may resign from ANZ by giving 2 months written notice (or a shorter period if agreed with ANZ).

Termination on notice

ANZ may end your employment by giving you 2 months written notice.

You will not be entitled to the notice in this clause if your employment ends:

(a) during your probation period; or
(b) for a reason that results in termination without notice.

Payment in lieu of notice

ANZ may at its sole discretion choose to pay you in lieu of some or all of the notice periods (relating to resignation and termination on notice) set out above.

Any payment in lieu of notice will be calculated on the basis of your TEC (minus the provident fund component).

Duties during notice period

During a notice period, ANZ may require that you not perform your duties or attend at the workplace or that you perform different duties. You agree to stop communicating with any ANZ Group customers, suppliers, employees and contractors if asked to do so by ANZ. However, you remain an employee of ANZ and bound by the terms of this employment agreement until the end of the notice period.

Termination without notice

ANZ may end your employment without notice (or payment in lieu) if, in the opinion of ANZ, you engage in unacceptable behaviour that constitutes serious misconduct (including fraud, theft or dishonesty), or if you engage in other conduct that is a serious neglect of duty, or conduct tending to bring yourself, ANZ and/or any of its related corporations into disrepute, or serious breach of any of the terms of this employment agreement or is a material breach of any company policy.

Non-solicitation

During your employment with ANZ and for 6 months after your employment with ANZ ends you must not (either alone, with or through others) solicit, interfere with or attempt to entice away from ANZ Group:

- any employee of ANZ Group; or
- any customer or client of ANZ Group or any person who was in the habit of dealing with ANZ,

with whom you have had direct or indirect contact or dealings, or knowledge of, during the 12 months before your employment with ANZ ended.

You acknowledge that the restriction is both reasonable and necessary in order to protect the legitimate business interests of ANZ.

Your obligations relating to confidential information continue to operate following the end of this non solicitation period.

Return of property

You will be responsible for the safekeeping of all ANZ property which may be in your use, custody or charge. At any time if requested by ANZ, or when your employment ends, you must return all ANZ Group property to ANZ. You must also return any notes or records (electronic, hard copy or otherwise) made during the course of your employment which contain any information that is confidential to ANZ Group.

Notice requirements

Notice of termination provided by you or ANZ must be in writing.

Where notice is provided to you by ANZ, notice must be either delivered to you personally or delivered by registered post or courier to you at your home address last known to ANZ.

Where it is not practicable to deliver the notice as above, ANZ may serve you such notice electronically.

Where you are providing notice to ANZ, such notice must be in writing and must be either delivered in person or by registered post or courier to your line manager (or acting line manager).

Where it is not practicable to deliver the notice as above, you may serve such notice on your line manager or acting line manager electronically.

Attachments

QUERIES OR QUESTIONS ABOUT YOUR OFFER BEFORE ACCEPTING?

If you have a query about your offer or wish to discuss any of the terms and conditions contained in your employment agreement prior to accepting, please contact:

Recruiter	**Email**
Punith Kumar G	kumarp31@ANZ.COM

OFFER RESPONSE

By selecting 'Accept the offer' I am confirming that I have read, I have understood and I agree to all the terms and conditions set out in this employment agreement (including the Schedules).

By selecting 'Decline the offer' I am confirming that I am declining the offer set out in this employment agreement and have provided my reasons in the comments box below

*Response Accept the offer

Decline Comments (if you are declining the offer)

Any comments entered here will be received by the Recruiter

MY ELECTRONIC SIGNATURE

*

First Name (Please type your First Name as shown below under Printed Name)

******

*

Last Name (Please type your Last Name as shown below under Printed Name)

******

PRINTED NAME

Date (captured upon submission)

Before clicking on 'Submit' please ensure you have selected the correct option (accept or decline) and that all the other information you have provided in the electronic signing page is correct. Once you click 'Submit' your response will be sent to and recorded in ANZ's systems. A confirmation email of your decision will be emailed to you.

We recommend that you print a copy of this offer for your personal records.

CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear ASHIKA R,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

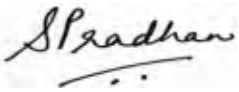
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

CAI® We power the possible™

ASHWIN CHERIAN JOSEPH

Dear **ASHWIN CHERIAN JOSEPH**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:

Artee Pandita

Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Offer: Computer Consultancy
Ref: TCS/DT20208279508/Bangalore
Date: 11/10/2020

Dear B SANJAY,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

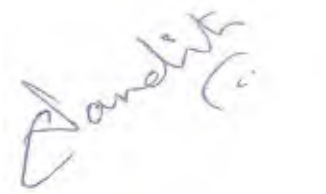
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**B SANJAY**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279509/Bangalore
Date: 11/10/2020

Dear BARATH M NICKAM,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

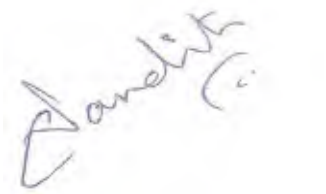
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**BARATH M NICKAM**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

TATA CONSULTANCY SERVICES
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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear BHANUPRIYA H A,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279536/Bangalore
Date: 11/10/2020

Dear Bojamma Cv,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

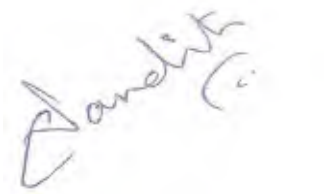
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Bojamma Cv**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear BOMMAJI PRINCE CHRISTOPHER,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

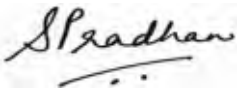
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear BRIONIN DENNIS PAVANA,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

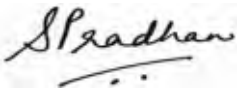
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

digit
BACKED BY FAIRFAX

OFFER LETTER

Dear JAHNABI RAJBONGSHI,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:
(a) The accuracy of the testimonials and information provided by you; and,
(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

OFFER LETTER

Dear C ADITI,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

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*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airol MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1045067

Letter of Intent ("LOI")

Dear Ajay S,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1045061**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1045061**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1045061**

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

This is a system generated document and does not need a signature

ANNEXURE 1

Ajay S
Associate and A3

You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall bepaid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airol MIDC, Thane - Belapur Road,
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www.capgemini.com/in-en

Superset ID: 1045067

Letter of Intent ("LOI")

Dear Divya B,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1045061**
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- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1045061**

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

This is a system generated document and does not need a signature

ANNEXURE 1

Divya B
Associate and A3

You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall bepaid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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www.capgemini.com/in-en

Superset ID: 1045067

Letter of Intent ("LOI")

Dear GILAKA SRI HARSHA YADAV,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

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2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

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Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

GILAKA SRI HARSHA
YADAV
Associate and A3

You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**
Based on your Date of Joining, your compensation shall bepaid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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www.capgemini.com/in-en

Superset ID: 1045067

Letter of Intent ("LOI")

Dear HARSHA M,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

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Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

HARSHA M
Associate and A3

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear IDIGA SREEJA,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

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Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

IDIGA SREEJA

Associate and A3

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Head - Fresher Hiring

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Kanishk Sharma,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

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Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Kanishk Sharma
Associate and A3

You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

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Head - Fresher Hiring

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Krithika Singh,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Krithika Singh
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You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Madushree S B,

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Madushree S B
Associate and A3

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Mohammed Zaid,

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Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Mohammed Zaid
Associate and A3

You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall bepaid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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www.capgemini.com/in-en

Superset ID: 1045067

Letter of Intent ("LOI")

Dear Nikhil Bryan,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Nikhil Bryan
Associate and A3

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Nithin Shankar,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Nithin Shankar
Associate and A3

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Poonam Kumawat Patel,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Poonam Kumawat
Patel
Associate and A3

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Rahul Robert,

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Rahul Robert
Associate and A3

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Rahul Sunil Chugani,

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Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Ratnesh Kumar Choudhan,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Ratnesh Kumar
Choudhan
Associate and A3

You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall bepaid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airol MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1045067

Letter of Intent ("LOI")

Dear Rohit M,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

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Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Rohit M
Associate and A3

You will be under probation for six (6) months from yourdate of joining Capgemini. During this period,your all-inclusive annual target compensation (on a cost to company basis) will be**INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only). Subsequent to your successful completion of trainingand probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand only).** On completion of 1 yearof service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Shifa Hussain,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

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Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Shifa Hussain
Associate and A3

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Tejinder Sethi
Head - Fresher Hiring

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Shifa Hussain
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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Shishir A P,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Shishir A P
Associate and A3

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Superset ID: 1045067

Letter of Intent ("LOI")

Dear Vishnu R,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as"Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

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Upon joining Capgemini,

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Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Vishnu R
Associate and A3

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For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

Dear K KISHORE:

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

Your position at Cerner is subject to a minimum probationary period of six (6) months. Your continued employment may be confirmed at the end of the probationary period if your performance is satisfactory. Your probationary period will count towards your continuous employment.

COMPENSATION

We are offering an Annual Guaranteed Cash of Rs. 750000.

Cerner will deduct taxes at source as required by law. You will be responsible for your tax liabilities under applicable tax laws and regulations. Your CTC opportunity is Rs. 750000per annum. You will enjoy benefits and perquisites as detailed in the attachment. Cerner reserves the right to vary, amend and modify any item of the salary package without adversely affecting the total compensation. Compensation is regarded as confidential information and should not be disclosed to other employees. Your position at Cerner is a professional position that requires a significant level of responsibility, discretion and independent judgment. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure good results.

ASSOCIATE BENEFITS

Cerner offers a comprehensive program of benefits to address your physical, financial and emotional health. At Cerner, we believe the foundation for a successful career starts with a variety of options that meet your needs while supporting a healthy lifestyle.

A standard component of our benefits package is Personal Time Off. You will be entitled to 27 days of Personal Time Off each year to be used for vacation, illnesses and other personal reasons and 10 standard business holidays. Please access the benefits brochure for additional details.

EMPLOYMENT AGREEMENT

Cerner will spend a significant amount of time and money in training you as Cerner has established significant momentum in the development of client relationships, professional staff, systems development methodology, and proprietary software solutions. We regard these areas as the most important assets owned by Cerner. It is our intent to guard these assets closely. Therefore, every associate of Cerner is required to execute an Employment Agreement. This Agreement includes the terms of your employment relationship with Cerner, including without limitation, a covenant not to disclose confidential client and internal information, a covenant not to compete against Cerner during the term of the Agreement, a covenant not to solicit our associates, and establishes that, during the term of your employment, the benefits of your endeavors accrue to Cerner. A sample copy of this Employment Agreement has been made available for your review.

OFFER OF EMPLOYMENT

The purpose of this Invitation of Employment is to put in writing the specifics of our offer of employment to commence work with Cerner by May 17, 2021. This Invitation of Employment is contingent upon receipt of a satisfactory outcome of a background check and proceeds on the basis that information you provided is accurate.

Please acknowledge and electronically accept this Invitation of Employment by May 12, 2021, after which date, this offer will expire. If you need more time to consider your options, simply let us know,

and we can decide upon a mutually acceptable date within which you could confirm your acceptance of this Invitation of Employment. Please note that you will be required to submit an original, signed hard copy of this Invitation of Employment to the HR Service Center on the date of joining. We look forward to hearing from you.

Sincerely,

Mohit Sadarangani
Senior Recruiter

ACCEPTANCE

By signing this Invitation of Employment and reviewing the sample Employment Agreement and benefits brochure, you agree to and accept the terms and conditions of employment with Cerner. Please electronically acknowledge, print, sign and return all pages of this Invitation of Employment in person or by uploading a scanned copy to your Cerner Careers account. You will receive an official copy of the Employment Agreement with your new hire paperwork, which must be signed on or before your first day with Cerner.

Signature:_____
K KISHORE

Today's Date: _____

Dear LAVISHA TAK:

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

Your position at Cerner is subject to a minimum probationary period of six (6) months. Your continued employment may be confirmed at the end of the probationary period if your performance is satisfactory. Your probationary period will count towards your continuous employment.

COMPENSATION

We are offering an Annual Guaranteed Cash of Rs. 4,96,000.

Cerner will deduct taxes at source as required by law. You will be responsible for your tax liabilities under applicable tax laws and regulations. Your CTC opportunity is Rs. 5,74,016 per annum. You will enjoy benefits and perquisites as detailed in the attachment. Cerner reserves the right to vary, amend and modify any item of the salary package without adversely affecting the total compensation. Compensation is regarded as confidential information and should not be disclosed to other employees. Your position at Cerner is a professional position that requires a significant level of responsibility, discretion and independent judgment. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure good results.

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Please acknowledge and electronically accept this Invitation of Employment by May 12, 2021, after which date, this offer will expire. If you need more time to consider your options, simply let us know,

and we can decide upon a mutually acceptable date within which you could confirm your acceptance of this Invitation of Employment. Please note that you will be required to submit an original, signed hard copy of this Invitation of Employment to the HR Service Center on the date of joining. We look forward to hearing from you.

Sincerely,

Mohit Sadarangani
Senior Recruiter

ACCEPTANCE

By signing this Invitation of Employment and reviewing the sample Employment Agreement and benefits brochure, you agree to and accept the terms and conditions of employment with Cerner. Please electronically acknowledge, print, sign and return all pages of this Invitation of Employment in person or by uploading a scanned copy to your Cerner Careers account. You will receive an official copy of the Employment Agreement with your new hire paperwork, which must be signed on or before your first day with Cerner.

Signature:_____
LAVISHA TAK

Today's Date: _____

Dear M. VINITH KUMAR:

On behalf of Cerner Healthcare Solutions India Private Limited ("Cerner"), I am pleased to offer you the position of Configuration Analyst at Bangalore, India - North Gate in Bangalore. We believe your skills, aptitude, and interests are consistent with the outstanding opportunities for growth in this group.

Your position at Cerner is subject to a minimum probationary period of six (6) months. Your continued employment may be confirmed at the end of the probationary period if your performance is satisfactory. Your probationary period will count towards your continuous employment.

COMPENSATION

We are offering an Annual Guaranteed Cash of Rs. 4,96,000.

Cerner will deduct taxes at source as required by law. You will be responsible for your tax liabilities under applicable tax laws and regulations. Your CTC opportunity is Rs. 5,74,016 per annum. You will enjoy benefits and perquisites as detailed in the attachment. Cerner reserves the right to vary, amend and modify any item of the salary package without adversely affecting the total compensation. Compensation is regarded as confidential information and should not be disclosed to other employees. Your position at Cerner is a professional position that requires a significant level of responsibility, discretion and independent judgment. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure good results.

ASSOCIATE BENEFITS

Cerner offers a comprehensive program of benefits to address your physical, financial and emotional health. At Cerner, we believe the foundation for a successful career starts with a variety of options that meet your needs while supporting a healthy lifestyle.

A standard component of our benefits package is Personal Time Off. You will be entitled to 27 days of Personal Time Off each year to be used for vacation, illnesses and other personal reasons and 10 standard business holidays. Please access the benefits brochure for additional details.

EMPLOYMENT AGREEMENT

Cerner will spend a significant amount of time and money in training you as Cerner has established significant momentum in the development of client relationships, professional staff, systems development methodology, and proprietary software solutions. We regard these areas as the most important assets owned by Cerner. It is our intent to guard these assets closely. Therefore, every associate of Cerner is required to execute an Employment Agreement. This Agreement includes the terms of your employment relationship with Cerner, including without limitation, a covenant not to disclose confidential client and internal information, a covenant not to compete against Cerner during the term of the Agreement, a covenant not to solicit our associates, and establishes that, during the term of your employment, the benefits of your endeavors accrue to Cerner. A sample copy of this Employment Agreement has been made available for your review.

OFFER OF EMPLOYMENT

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Signature:_____
M. VINITH KUMAR

Today's Date: _____

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear CHAITHRA K M,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279540/Bangalore
Date: 11/10/2020

Dear Chandan Kumar PG,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

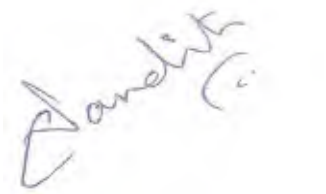
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Chandan Kumar PG**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279527/Bangalore
Date: 11/10/2020

Dear Chandan Kumar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

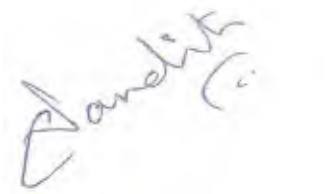
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Chandan Kumar**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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CGI Information Systems and Management Consultants Pvt. Ltd.
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Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear CHANDANA M,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

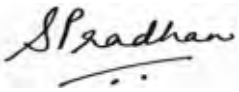
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear CHENGAPPA K B,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

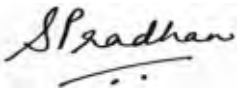
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear CHIRANJEEVI,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

OFFER LETTER

Dear RAHIL KHAN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	RAHIL KHAN	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear RAJESH M**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	RAJESH M		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear REBECA ISSAC E**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	REBECA ISSAC E	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear REHAN KHAN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	REHAN KHAN		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ROHITH S,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	ROHITH S		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear SANIYA KHANAM**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	SANIYA KHANAM		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear SUJAN GOWDA N,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	SUJAN GOWDA N		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear AAYAN SUHAIL HUSSAIN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	AAYAN SUHAIL HUSSAIN		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ABDUL NAFI CHAMUNDI**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	ABDUL NAFI CHAMUNDI	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear AFNAN KHALID,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	AFNAN KHALID		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear AJU K JOSE,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	AJU K JOSE		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear AKSHAYA V C,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	AKSHAYA V C		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear AMEENA SAMAR**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	AMEENA SAMAR		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ANIRUDH H GOVINDAN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	ANIRUDH H GOVINDAN	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ANKITA SAHA,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	ANKITA SAHA		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ASHWIN A,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	ASHWIN A		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ASHIQ,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	ASHIQ		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear BRUNDHA .S,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	BRUNDHA .S	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear B. VARUN REDDY,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	B. VARUN REDDY		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear BRUNDHA .S,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	BRUNDHA .S	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear CHANDRA PRAKASH,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	CHANDRA PRAKASH	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear DEBANJALI SANYAL**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	DEBANJALI SANYAL	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear GURUCHARAN P,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	GURUCHARAN P	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear HARSHITHA S,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	HARSHITHA S	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear HUSSAIN MURTALA MUKADDAS,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	HUSSAIN MURTALA MUKADDAS	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear JESHWANTH M**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	JESHWANTH M		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear JORDAN BRANDON BEADLE**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	JORDAN BRANDON BEADLE	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear KHADIJA AFREEN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	KHADIJA AFREEN		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear KRISHNARJUN N,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	KRISHNARJUN N		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear MAHIN ARAFATH S,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	MAHIN ARAFATH S	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear LAKSHMI PRASANNA ARASAVELLI,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	LAKSHMI PRASANNA ARASAVELLI	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ANUSHKA GHARTI,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	ANUSHKA GHARTI	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear MEHRAJ SHARIFF,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	MEHRAJ SHARIFF		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear MIR TASHFEEN ROUNAQ ALI,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	MIR TASHFEEN ROUNAQ ALI	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear MOHAMEED TABREEZ,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	MOHAMEED TABREEZ	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear RAMYA N MESTHA**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	RAMYA N MESTHA	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear RICHERD ANTONITA**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	RICHERD ANTONITA	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear RIZAM ABDULLA**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	RIZAM ABDULLA		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear ROHIT KENNY REDDY J**,**

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	ROHIT KENNY REDDY J	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear S SHASHANKA,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 350000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	S SHASHANKA	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear SAMRIN I,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	SAMRIN I	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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OFFER LETTER

Dear SUMANTH N JAIN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	SUMANTH N JAIN		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
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Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
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Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear SYED AQUIB ALI,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	SYED AQUIB ALI		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear SYED RIDHWAN AHMED,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	SYED RIDHWAN AHMED		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear SYED SHAHIDULLA,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	SYED SHAHIDULLA	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear T H SAI VARUN,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Course5

Annexure I

NAME:	T H SAI VARUN	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear TEJAS KUMAR P,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	TEJAS KUMAR P	**GRADE**	**P2**
TITLE:	**Management - Trainee**		

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
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Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear TEJASH M,

On behalf of Course5, it is our pleasure to confirm your selection for employment as **"Management - Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Management -Trainee**

Total Cost to Company: **Rs. 4,00,000/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Course5

Annexure I

NAME:	TEJASH M		
TITLE:	**Management - Trainee**	**GRADE**	**P2**

COMPONENTS – A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

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FBP Component can be changed three times a year before December of each year as per finance guidelines

OFFER LETTER

Dear DEEPA DASS,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A
Compensation Entitlement Sheet

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Offer: Computer Consultancy
Ref: TCS/DT20208279526/Bangalore
Date: 11/10/2020

Dear Deepak Solanki,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

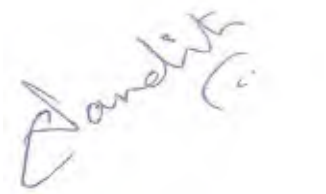
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Deepak Solanki**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279530/Bangalore
Date: 11/10/2020

Dear Deepali Chavan R,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

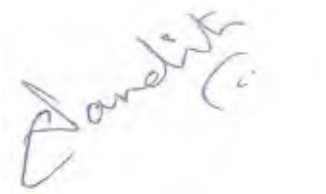
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Deepali Chavan R**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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CAI® We power the possible™

DEEPANJALI S

Dear **DEEPANJALI S**

On behalf of CAI Info India Private Ltd., I would like to reconfirm our verbal offer of employment as a "Jr. Software Engineer" for an annual CTC of Rs. 4,00,000.00 (Rupees four lakh only). This will be paid to you monthly at the end of each month in increments of Rs. 25,000.00 (gross monthly CTC).

Special Clauses:

- During the period of your employment, the Company may at any time assign or transfer you to any location in the world where the Company/its clients has its establishment. In such an event, you shall be entitled to allowances in accordance with the policies of the Company.
- If you do not have an existing account with ICICI Bank, you will be required to establish one within 2 weeks of your first pay.

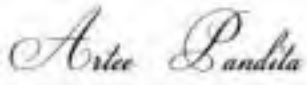
-You are required to bring the following documents at the time of reporting for employment: - Last updated resume

- Latest passport size photograph
- A copy of Educational Certificates for all years of education and mark cards - Copy of passport
- Form 16

Please sign the bottom portion of this letter indicating your acceptance of this position and return the same immediately. You will be issued an appointment letter upon your acceptance of this offer letter.

Thank You and Welcome.

Yours Truly, Accepted By:



Artee Pandita _____
Director-Human Resources

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

CAI Info India Private Limited

080 -45340400

Detailed CTC Breakdown:

Description	Monthly	Yearly
Basic	INR 13,750.00	INR 1,65,000.00
HRA	INR 5,500.00	INR 66,000.00
Conveyance	INR 300.00	INR 3,600.00
Medical Allowance	INR 700.00	INR 8,400.00
Statutory Bonus	INR 2,500.00	INR 30,000.00
Provident Fund	INR 3,300.00	INR 39,600.00
Gratuity	INR 661.38	INR 7,936.50
Special Allowance	INR 788.63	INR 9,463.50
Total	**INR 34,000.00**	**INR 4,00,000.00**

Accepted By:

_____

Divyasree Towers, Floor 5, Guruppanapalya Bannerghatta Main Road, Bangalore-560029 www.cai.io
inquire@cai.io

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear DEEPIKA NARAYAN,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

13 March 2020

Private & Confidential

Dear BHARGAVA S,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to BHARGAVA S (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Compensation

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR 8,47,546 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 308,760.00. Basket of allowances is INR 463,140.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

Retirals

Retirals is comprised of PF. PF is 12% Annual.

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than “Indian passport” or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

Incentive Bonus Plan

You will be eligible for an annual bonus of **5%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company’s fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

Total On-Target Remuneration will be INR810,495 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Companywill be INR

847,546 per annum.

Gratuity

Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act, 1972 its Rules and Amendments.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Mileage reimbursement

Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

Probation

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint:

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Data Protection

Dell International Services India Pvt Ltd (7451) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7451) or any part of Dell International Services India Pvt Ltd (7451)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7451), any other Dell International Services India Pvt Ltd (7451). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7451) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7451) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.
For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7451), its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

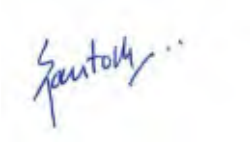
Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, BHARGAVA S, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

BHARGAVA S

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sneha Nambiar / Sneha.Nambiar@Dell.com. If you need to return the documentation in a different manner, please let your recruiter know.

This offer of employment is subject to the submission of your awaited **Marks Cards & Provisional / Convocation Certificate. In the event, the **Marks Cards & Provisional / Convocation Certificate** are not submitted within the first 30 days of joining the company or you fail to clear the exams, the offer letter shall stand withdrawn and cancelled with immediate effect.

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize Dell International Services India Pvt Ltd (7451), to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by Dell International Services India Pvt Ltd (7451), including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell International Services India Pvt Ltd (7451).

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

Total Sign−On Bonus (Or Relocation) x [(12 − Full or Partial Months of Service) ÷ 12]
For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

{{SigB_es_:signer1:signatureblock}} {{Dte_es_:signer1:date}}

BHARGAVA S

13 March 2020

Private & Confidential

Dear DARSHAN B SHETTY,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to DARSHAN B SHETTY (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Compensation

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR 8,47,546 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 308,760.00. Basket of allowances is INR 463,140.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

Retirals

Retirals is comprised of PF. PF is 12% Annual.

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than “Indian passport” or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

Incentive Bonus Plan

You will be eligible for an annual bonus of **5%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company’s fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

Total On-Target Remuneration will be INR810,495 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Companywill be INR

847,546 per annum.

Gratuity

Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act, 1972 its Rules and Amendments.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Mileage reimbursement

Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

Probation

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint:

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

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a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

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You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

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Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

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- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

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Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

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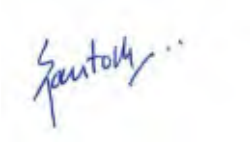
Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, DARSHAN B SHETTY, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

DARSHAN B SHETTY

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sneha Nambiar / Sneha.Nambiar@Dell.com. If you need to return the documentation in a different manner, please let your recruiter know.

This offer of employment is subject to the submission of your awaited **Marks Cards & Provisional / Convocation Certificate. In the event, the **Marks Cards & Provisional / Convocation Certificate** are not submitted within the first 30 days of joining the company or you fail to clear the exams, the offer letter shall stand withdrawn and cancelled with immediate effect.

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize Dell International Services India Pvt Ltd (7451), to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by Dell International Services India Pvt Ltd (7451), including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell International Services India Pvt Ltd (7451).

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

Total Sign−On Bonus (Or Relocation) x [(12 − Full or Partial Months of Service) ÷ 12]
For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

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DARSHAN B SHETTY

13 March 2020

Private & Confidential

Dear DEEKSHA R,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to DEEKSHA R (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Compensation

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR 8,47,546 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 308,760.00. Basket of allowances is INR 463,140.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

Retirals

Retirals is comprised of PF. PF is 12% Annual.

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than “Indian passport” or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

Incentive Bonus Plan

You will be eligible for an annual bonus of **5%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company’s fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

Total On-Target Remuneration will be INR810,495 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Companywill be INR

847,546 per annum.

Gratuity

Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act, 1972 its Rules and Amendments.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Mileage reimbursement

Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

Probation

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint:

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Data Protection

Dell International Services India Pvt Ltd (7451) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7451) or any part of Dell International Services India Pvt Ltd (7451)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7451), any other Dell International Services India Pvt Ltd (7451). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7451) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7451) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.
For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7451), its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

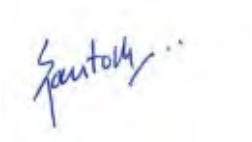
Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, DEEKSHA R, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

DEEKSHA R

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The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

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For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

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DEEKSHA R

13 March 2020

Private & Confidential

Dear DEEPIKA R,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to DEEPIKA R (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

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Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

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Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

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Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

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In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Data Protection

Dell International Services India Pvt Ltd (7451) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7451) or any part of Dell International Services India Pvt Ltd (7451)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7451), any other Dell International Services India Pvt Ltd (7451). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7451) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7451) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.
For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7451), its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

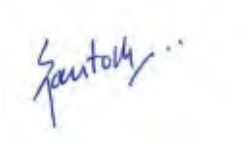
Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, DEEPIKA R, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

DEEPIKA R

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sneha Nambiar / Sneha.Nambiar@Dell.com. If you need to return the documentation in a different manner, please let your recruiter know.

This offer of employment is subject to the submission of your awaited **Marks Cards & Provisional / Convocation Certificate. In the event, the **Marks Cards & Provisional / Convocation Certificate** are not submitted within the first 30 days of joining the company or you fail to clear the exams, the offer letter shall stand withdrawn and cancelled with immediate effect.

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize Dell International Services India Pvt Ltd (7451), to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by Dell International Services India Pvt Ltd (7451), including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell International Services India Pvt Ltd (7451).

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

Total Sign−On Bonus (Or Relocation) x [(12 − Full or Partial Months of Service) ÷ 12]
For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

{{SigB_es_:signer1:signatureblock}} {{Dte_es_:signer1:date}}

DEEPIKA R

13 March 2020

Private & Confidential

Dear MANOHAR A M,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to Harshitha K (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Compensation

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR 8,47,546 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 308,760.00. Basket of allowances is INR 463,140.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

Retirals

Retirals is comprised of PF. PF is 12% Annual.

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than “Indian passport” or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

Incentive Bonus Plan

You will be eligible for an annual bonus of **5%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company’s fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

Total On-Target Remuneration will be INR810,495 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Companywill be INR

847,546 per annum.

Gratuity

Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act, 1972 its Rules and Amendments.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Mileage reimbursement

Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

Probation

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint:

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

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The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

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The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7451) or any part of Dell International Services India Pvt Ltd (7451)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7451), any other Dell International Services India Pvt Ltd (7451). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7451) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7451) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

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a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

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You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

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Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

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You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

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- Technical information of Dell International Services India Pvt Ltd (7451), its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

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The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

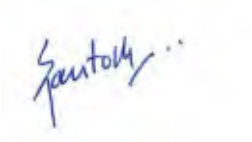
Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, KAUSHIK RAJ, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

MANOHAR A M

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sneha Nambiar / Sneha.Nambiar@Dell.com. If you need to return the documentation in a different manner, please let your recruiter know.

This offer of employment is subject to the submission of your awaited **Marks Cards & Provisional / Convocation Certificate. In the event, the **Marks Cards & Provisional / Convocation Certificate** are not submitted within the first 30 days of joining the company or you fail to clear the exams, the offer letter shall stand withdrawn and cancelled with immediate effect.

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize Dell International Services India Pvt Ltd (7451), to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by Dell International Services India Pvt Ltd (7451), including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell International Services India Pvt Ltd (7451).

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

Total Sign−On Bonus (Or Relocation) x [(12 − Full or Partial Months of Service) ÷ 12]
For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

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MANOHAR A M

13 March 2020

Private & Confidential

Dear MELVIN DERRICK A,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to Harshitha K (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Compensation

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR 8,47,546 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 308,760.00. Basket of allowances is INR 463,140.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

Retirals

Retirals is comprised of PF. PF is 12% Annual.

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than “Indian passport” or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

Incentive Bonus Plan

You will be eligible for an annual bonus of **5%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company’s fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

Total On-Target Remuneration will be INR810,495 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Companywill be INR

847,546 per annum.

Gratuity

Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act, 1972 its Rules and Amendments.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Mileage reimbursement

Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

Probation

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint:

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Data Protection

Dell International Services India Pvt Ltd (7451) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7451) or any part of Dell International Services India Pvt Ltd (7451)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7451), any other Dell International Services India Pvt Ltd (7451). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7451) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7451) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.
For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7451), its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

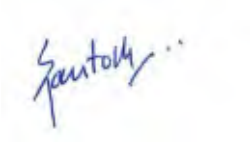
Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, MELVIN DERRICK A, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

MELVIN DERRICK A

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By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

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This offer of employment is subject to the submission of your awaited **Marks Cards & Provisional / Convocation Certificate. In the event, the **Marks Cards & Provisional / Convocation Certificate** are not submitted within the first 30 days of joining the company or you fail to clear the exams, the offer letter shall stand withdrawn and cancelled with immediate effect.

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize Dell International Services India Pvt Ltd (7451), to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by Dell International Services India Pvt Ltd (7451), including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell International Services India Pvt Ltd (7451).

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

Total Sign−On Bonus (Or Relocation) x [(12 − Full or Partial Months of Service) ÷ 12]
For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

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MELVIN DERRICK A

13 March 2020

Private & Confidential

Dear MOHAMMED IFTEKHAR AALAM,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to MOHAMMED IFTEKHAR AALAM (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

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Base Salary of INR 8,47,546 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 308,760.00. Basket of allowances is INR 463,140.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

Retirals

Retirals is comprised of PF. PF is 12% Annual.

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than “Indian passport” or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

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Total On-Target Remuneration will be INR810,495 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Companywill be INR

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Gratuity

Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act, 1972 its Rules and Amendments.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Mileage reimbursement

Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

Probation

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint:

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Data Protection

Dell International Services India Pvt Ltd (7451) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7451) or any part of Dell International Services India Pvt Ltd (7451)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7451), any other Dell International Services India Pvt Ltd (7451). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7451) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7451) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.
For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7451), its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

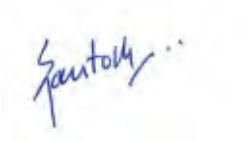
Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, MOHAMMED IFTEKHAR AALAM, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

MOHAMMED IFTEKHAR AALAM

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sneha Nambiar / Sneha.Nambiar@Dell.com. If you need to return the documentation in a different manner, please let your recruiter know.

This offer of employment is subject to the submission of your awaited **Marks Cards & Provisional / Convocation Certificate. In the event, the **Marks Cards & Provisional / Convocation Certificate** are not submitted within the first 30 days of joining the company or you fail to clear the exams, the offer letter shall stand withdrawn and cancelled with immediate effect.

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize Dell International Services India Pvt Ltd (7451), to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by Dell International Services India Pvt Ltd (7451), including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell International Services India Pvt Ltd (7451).

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

Total Sign−On Bonus (Or Relocation) x [(12 − Full or Partial Months of Service) ÷ 12]
For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

{{SigB_es_:signer1:signatureblock}} {{Dte_es_:signer1:date}}

MOHAMMED IFTEKHAR AALAM

13 March 2020

Private & Confidential

Dear MOHAMMED SHOAIB,

Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to MOHAMMED SHOAIB (employee hereafter “you/your”) with Dell International Services India Pvt Ltd (7451) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Associate Sales Engineer Analyst at career level Individual Contributor I5, reporting to Bhupendra Singh (1021315), Manager 1, Inside Sales Management. Your start date is **3 July 2020.**

You will be based at our offices in **Bangalore, India.**

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales,Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work , either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Compensation

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR 8,47,546 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 308,760.00. Basket of allowances is INR 463,140.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

Retirals

Retirals is comprised of PF. PF is 12% Annual.

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than “Indian passport” or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

Incentive Bonus Plan

You will be eligible for an annual bonus of **5%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company’s fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

Total On-Target Remuneration will be INR810,495 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Companywill be INR

847,546 per annum.

Gratuity

Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act, 1972 its Rules and Amendments.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Mileage reimbursement

Employees who are required to use their personal automobiles for business purposes will be reimbursed for mileage in accordance with applicable law and the Company's policy, as it may be amended from time to time.

Probation

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **60 days or 2 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint:

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Data Protection

Dell International Services India Pvt Ltd (7451) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7451) or any part of Dell International Services India Pvt Ltd (7451)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7451), any other Dell International Services India Pvt Ltd (7451). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7451) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7451) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.
For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7451), its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7451), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7451)’s Legal Department, or Dell International Services India Pvt Ltd (7451)’s Export Compliance Organization.

Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

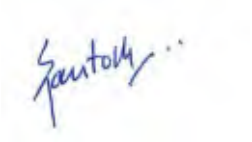
Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Sneha.Nambiar@Dell.com
Sneha Nambiar
Analyst, Talent Acquisition

Confirmation of Acceptance

I, MOHAMMED SHOAIB, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause “remuneration” of this agreement.

I confirm that I will commence employment with Dell on 3 July 2021.

MOHAMMED SHOAIB

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sneha Nambiar / Sneha.Nambiar@Dell.com. If you need to return the documentation in a different manner, please let your recruiter know.

This offer of employment is subject to the submission of your awaited **Marks Cards & Provisional / Convocation Certificate. In the event, the **Marks Cards & Provisional / Convocation Certificate** are not submitted within the first 30 days of joining the company or you fail to clear the exams, the offer letter shall stand withdrawn and cancelled with immediate effect.

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize Dell International Services India Pvt Ltd (7451), to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by Dell International Services India Pvt Ltd (7451), including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell International Services India Pvt Ltd (7451).

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

Total Sign−On Bonus (Or Relocation) x [(12 − Full or Partial Months of Service) ÷ 12]
For example, if Dell International Services India Pvt Ltd (7451) pays me a sign−on bonus of Rs. 10,000, and I quit my employment after being employed for six months, the amount I must repay to Dell International Services India Pvt Ltd (7451) is Rs. 5,000 computed as follows: Rs 10, 000 x [(12−6) ÷ 12].

{{SigB_es_:signer1:signatureblock}} {{Dte_es_:signer1:date}}

MOHAMMED SHOAIB

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear THASNEEM NASEEBA Z

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Deloitte.

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear AMBARISH N

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ANAND SIVAN

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ANIRUDHAN

CHAKRAVARTHY

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ANJALI G M

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ANUPKUMAR R

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ARINDAM PANDA

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ARUNKUMAR J

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ABDUL AZIZ S K

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear BALAJI A

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear HAFIZ HUSSAIN H

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ISHAQ KHAN

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear MOHAMMED ISMAIL

VASANTH

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear JAYANTH KRISHNAMURTHY

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear MANJUNATHA S

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear MEGHANA J N

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear MOHAN KUMAR M

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear MONISHA R

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear NANDEESHA T M

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear NANDISH K

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear NAVEEN REDDY S

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear R PRABHU NEETHI TARANG

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear PRABU KARTHIK R

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear PRAJWAL C A

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear PRANUTHY K A

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear PREMNATH B J

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear PRIYADARSHINI

SUNDERRAJ

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear ABDULREHMAAN

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear TANYA CHAWDA

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear TIWARI MEGHA RAJESH

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Subject: Offer of Employment

Dear VIDHYA SREE V

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **Sep 16, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **Sep 16, 2020**.. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

Signature

Date

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance[1a & 1b]	**11,867**	**142,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card[3]	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium[4]	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a]*Communication Expenses*	[1b]*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of , I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any*Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

_____ _____

Signature Date

_____

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Its: Authorized Signatory _____ *Date*

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Its: Authorized Signatory _____ Date

I have read and understood the above policy terms.

_____ _____ _____
Signature Name Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
• Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
• Engaging in any illegal activities.
• Workplace violence, including threats of physical violence.
• Corporate credit card delinquencies.
• Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
• Going on or abetting a strike in contravention of any law.
• Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
• Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
• Corruption, fraud, or misappropriation of funds.
• Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
• Excessive personal use of the Employer's telephone, fax or computer systems.
• Failure to adhere to applicable laws.
• Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

_____ _____

Signature Name

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Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

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Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000
www.deloitte.com

#9/1, Lingainpaliya, Saraswathipura, Ulsoor, Bangalore, 560008
India

Subject: Offer of Employment Dear VIDHYA

SREE V:

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **August 21, 2020**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs 382500** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **August 26, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited
Best regards,

By: DocuSigned by: Pooja Madnani 6718FF75DA89400...
Signature

Authorized Signatory

Acceptance

I, **Suhas K G**, hereby accept the terms and conditions of this employment offer. Please

sign and date your Acceptance

Signature Date

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2024.06.24 13:47:36 -07:00

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Annexure A

Tax Consultant I -

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**210,000**
House Rent Allowance (HRA)	**8,750**	**105,000**
Special Allowance1a & 1b	**11,867**	**142,404**
Leave Travel Allowance2	**1,750**	**21,000**
Differential Allowance	**5,833**	**69,996**
Meal Card3	**2,200**	**26,400**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**600,000**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

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Annexure A

[1]All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*[1a]Communication Expenses*	*[1b]Fuel Expenses*
	Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. **Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. ***Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. **Reporting of *Proceedings.*** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. **Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. **Competing Activities and Conflict of Interest**. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or

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associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. ***Authorization to Access Systems and Electronic Communications and use of Deloitte Property.*** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual*

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Property of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations*; *Personal Creations*.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. **Post- *Employment* Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. **Exceptions to Post- *Employment* Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. **Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. **Restrictions re: *Personnel* and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. **Post- *Employment* Restrictions re: *Deloitte Property*.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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Entity, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. **Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. **Notification of Post- *Employment* Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

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MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

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Talent

Authorized Signatory

Effective as of **August 26, 2024**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature

Name

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2024.06.24 13:47:36 -07:00

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

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Deloitte Entity, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

Signature Date

Suhas K G

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani
Talent

Jun 24, 2024

Its: Authorized Signatory

Date

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2024.06.24 13:47:36 -07:00

An *Authorized Signatory's* signature is required only if Pre-existing Creations or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report No,

I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions
re: Clients

No, I do not have
Post-*Employment* Restrictions
re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

Pooja Madnani

Talent

Date

Its: Authorized Signatory

I have read and understood the above policy terms.

Signature	Name	Date

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND)

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(https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).

- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **August 26, 2024**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

_____	_____
Signature	Name

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Deloitte.

Jun 24, 2024

Mr. Suhas K G

#9/1, Lingainpaliya, Saraswathipura, Ulsoor,

Bangalore, 560008

India

Training Agreement

Dear Suhas K G:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **August 26, 2024**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.
We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
6718FF75DA89400...

By: _____
Signature

Authorized Signatory

OFFER LETTER

Dear DIMPLE MANOJ MELWANI,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A
Compensation Entitlement Sheet

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

POOJA NARAYAN, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **POOJA NARAYAN**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

RAHUL V, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **RAHUL V**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

OFFER LETTER

Dear DIVYA BARATHI T.M.,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A
Compensation Entitlement Sheet

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

OFFER LETTER

Dear DIVYA BHATIA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
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Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
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EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
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Net Pay	**28,972**	**500000**

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**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Divya Mattupalli,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279510/Bangalore
Date: 11/10/2020

Dear DIVYA PRAKASH HUNGUND,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

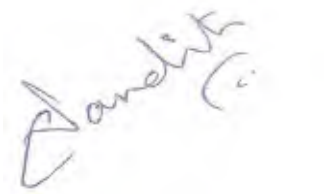
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**DIVYA PRAKASH HUNGUND**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

TATA CONSULTANCY SERVICES
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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear LIYAKATH AHMED,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

NOTICE PERIOD:

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

WORK SHIFTS:

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

EMPLOYMENT RESTRICTIONS:

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

CHANGE OF ADDRESS:

You shall keep ECOLAB informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by ECOLAB on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2021). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

Salary Annexure

A: Salary Benefits:		
Components:	**Annual Salary**	**Monthly Salary**
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
Total Gross - A	***7,24,154***	***60,346***
B: Retirement Benefits:		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
Total - B	***26,223***	***2,609***
Total - A+B	***7,60,377***	**62,955**
C. Joining Bonus	***50,000***	
D. Performance bonus 15% on A	**1,08,623**	
E - Other Benefits		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
Total	**81,000**	
Grand Total A to F	**900000**	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

Note:

1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

Other Benefits

Benefits	**Frequency of Payment/ Claim**
1. **Group Medical Insurance**	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
2. **Group Life Insurance**	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
3. **Group Personal Accident Insurance**	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

A. **Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.

B. **Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick

leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

Documents to be submitted prior to joining for Background Check purpose (Scanned format required):

Scanned Documents Required:

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear MANIKANTA M G,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

NOTICE PERIOD:

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

WORK SHIFTS:

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

EMPLOYMENT RESTRICTIONS:

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

CHANGE OF ADDRESS:

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2021). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

Salary Annexure

A: Salary Benefits:		
Components:	**Annual Salary**	**Monthly Salary**
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
Total Gross - A	***7,24,154***	***60,346***
B: Retirement Benefits:		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
Total - B	***26,223***	***2,609***
Total - A+B	***7,60,377***	**62,955**
C. Joining Bonus	***50,000***	
D. Performance bonus 15% on A	**1,08,623**	
E - Other Benefits		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
Total	**81,000**	
Grand Total A to F	**900000**	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

Note:

1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

Other Benefits

Benefits	**Frequency of Payment/ Claim**
1. **Group Medical Insurance**	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
2. **Group Life Insurance**	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
3. **Group Personal Accident Insurance**	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

A. **Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.

B. **Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick

leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

Documents to be submitted prior to joining for Background Check purpose (Scanned format required):

Scanned Documents Required:

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear NIKHIL GOWDA R,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

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NOTICE PERIOD:

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CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

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Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
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Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
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Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear NIKKHIL R B,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

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PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

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CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

WORK SHIFTS:

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

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Development Center:

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Block-2, 6th Floor, Milestone Buildcon SEZ,
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CHANGE OF ADDRESS:

You shall keep ECOLAB informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by ECOLAB on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2021). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

Salary Annexure

A: Salary Benefits:		
Components:	**Annual Salary**	**Monthly Salary**
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
Total Gross - A	***7,24,154***	***60,346***
B: Retirement Benefits:		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
Total - B	***26,223***	***2,609***
Total - A+B	***7,60,377***	**62,955**
C. Joining Bonus	***50,000***	
D. Performance bonus 15% on A	**1,08,623**	
E - Other Benefits		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
Total	**81,000**	
Grand Total A to F	**900000**	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

Note:

1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

Other Benefits

Benefits	**Frequency of Payment/ Claim**
1. **Group Medical Insurance**	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
2. **Group Life Insurance**	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
3. **Group Personal Accident Insurance**	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

A. **Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.

B. **Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick

leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

Documents to be submitted prior to joining for Background Check purpose (Scanned format required):

Scanned Documents Required:

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear NISHCHAY SHARMA,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

NOTICE PERIOD:

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

WORK SHIFTS:

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

EMPLOYMENT RESTRICTIONS:

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

CHANGE OF ADDRESS:

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ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2021). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

Salary Annexure

A: Salary Benefits:		
Components:	**Annual Salary**	**Monthly Salary**
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
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B: Retirement Benefits:		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
Total - B	***26,223***	***2,609***
Total - A+B	***7,60,377***	**62,955**
C. Joining Bonus	***50,000***	
D. Performance bonus 15% on A	**1,08,623**	
E - Other Benefits		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
Total	**81,000**	
Grand Total A to F	**900000**	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

Note:

1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

Other Benefits

Benefits	**Frequency of Payment/ Claim**
1. **Group Medical Insurance**	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
2. **Group Life Insurance**	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
3. **Group Personal Accident Insurance**	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

A. **Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.

B. **Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick

leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

Documents to be submitted prior to joining for Background Check purpose (Scanned format required):

Scanned Documents Required:

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear PAVAN KUMAR A T,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

NOTICE PERIOD:

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

WORK SHIFTS:

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

EMPLOYMENT RESTRICTIONS:

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

CHANGE OF ADDRESS:

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We look forward to you joining us at the earliest.

Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

Salary Annexure

A: Salary Benefits:		
Components:	**Annual Salary**	**Monthly Salary**
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
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4. Special Allowance	2,67,928	22,327
Total Gross - A	***7,24,154***	***60,346***
B: Retirement Benefits:		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
Total - B	***26,223***	***2,609***
Total - A+B	***7,60,377***	**62,955**
C. Joining Bonus	***50,000***	
D. Performance bonus 15% on A	**1,08,623**	
E - Other Benefits		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
Total	**81,000**	
Grand Total A to F	**900000**	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

Note:

1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

Other Benefits

Benefits	**Frequency of Payment/ Claim**
1. **Group Medical Insurance**	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
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Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
3. **Group Personal Accident Insurance**	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

LEAVE POLICY:

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Documents to be submitted prior to joining for Background Check purpose (Scanned format required):

Scanned Documents Required:

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear RIFATH J,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

All other details about the probation and confirmation will be provided in your employment agreement.

NOTICE PERIOD:

The notice period required by either party for separation from the organization is 60 days.

All the terms and conditions of the notice period will be provided in the employment agreement. There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

WORK SHIFTS:

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

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Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

CHANGE OF ADDRESS:

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We look forward to you joining us at the earliest.

Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

Salary Annexure

A: Salary Benefits:		
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Other Benefits

Benefits	**Frequency of Payment/ Claim**
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Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

LEAVE POLICY:

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Scanned Documents Required:

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

20-02-2020

Dear S HARI KRISHNAN,

Ecolab is pleased to offer you the position of **Trainee** starting on **01-06-2020**. You will be located at (BCIT) Bhartiya City, Milestone Buildcon Pvt Ltd SEZ, Thanisandra Main Road, Chokkanahalli Village, Bangalore PIN-560064.

Your all-inclusive annual remuneration package will be **Rs. 900000 (Nine Lakh Only)** (Subject to deduction of tax and other statutory payments as may be applicable).

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

PROBATION:

You will be on probation for a period of three months before your services will be confirmed.

The probation period can be extended further, if your performance/conduct is not satisfactory.

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CODE OF CONDUCT:

You agree to abide by the Company's Code of Conduct and other policies that the Company may adopt from time to time.

Joining Bonus:

In case your offer includes a joining bonus, the same will be paid at the time of confirmation which will be three months based on the role in the organization. If you leave Ecolab Digital Center within 12 months of your start date, you agree to re-pay Joining Bonus on or before the day of your full and final settlement at Ecolab Digital Center.

TRANSFER OF EMPLOYMENT RELATIONSHIP:

You agree that if the Company transfers this agreement to Ecolab USA Inc., or any of its subsidiaries now or then existing, subject to applicable law, you may be offered employment with Ecolab or the applicable subsidiary, on the same terms and conditions as to the Company under this letter, prior to such transfer.

TRAVEL:

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy subject to submitting proofs of such expenses.

WORK SHIFTS:

Please note that ECOLAB may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the Company.

EMPLOYMENT RESTRICTIONS:

Your employment with ECOLAB is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from relevant personnel from the management. ECOLAB will have the sole discretion to approve or disapprove such a request based on ECOLAB's Code of Ethics and other internal guidelines for deciding such requests.

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

CHANGE OF ADDRESS:

You shall keep ECOLAB informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by ECOLAB on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

ECOLAB holds the right to withdraw the offer in case of non-response to our pre-onboarding communication and checks for a period of consecutive 10 days or in the event you accept any another offers after acceptance of our offer.

The above-mentioned terms of your offer letter will not be changed unless they are communicated to you in writing by authorized signatories.

This official offer letter is to be considered and agreed upon within three working days from the offer date (01-04-2021). Failure to accept this within three working days will result in the offer being deemed void.

We look forward to you joining us at the earliest.

Thanking you,

Supriya Ambuga
Supriya Ambuga (Feb 20, 2023 12:05 GMT+5.5)
Supriya Ambuga
Senior Director HR

Date:_____

Development Center:

ECOLAB DIGITAL CENTER PRIVATE LTD
Block-2, 6th Floor, Milestone Buildcon SEZ,
Thanisandra Main Road, Bangalore,

Salary Annexure

A: Salary Benefits:		
Components:	**Annual Salary**	**Monthly Salary**
1. Basic	3,04,151	25,346
2. HRA	1,21,660	10,138
3. LTA	30,415	2,535
4. Special Allowance	2,67,928	22,327
Total Gross - A	***7,24,154***	***60,346***
B: Retirement Benefits:		
5. Employers PF contribution	21,600	1,800
6. Gratuity	14,623	1,219
Total - B	***26,223***	***2,609***
Total - A+B	***7,60,377***	**62,955**
C. Joining Bonus	***50,000***	
D. Performance bonus 15% on A	**1,08,623**	
E - Other Benefits		
Insurance	35,000	
WFH setup	7,000	
Internet allowance	9,000	
Upskilling allowance	30,000	
Total	**81,000**	
Grand Total A to F	**900000**	

The organization has the right to make changes in policies and processes from time to time to be in line with business needs. In such situations, organization may or may not be able to give advance notice on the changes made.

Note:

1. There will be statutory deduction like Income-tax, Profession tax etc. from the above Gross salary indicated.

2. Apart from the CTC indicated, company provide following benefits

Other Benefits

Benefits	**Frequency of Payment/ Claim**
1. **Group Medical Insurance**	
This is a group medical insurance cover for ECOLAB employees during their employment with ECOLAB which covers the entire family	Annual
2. **Group Life Insurance**	
Term Life Insurance (TLI) is the most basic form of life insurance. The provides coverage in the event death of the insured individual within his/her ECOLAB tenure	Annual
3. **Group Personal Accident Insurance**	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement and the coverage	Annual

LEAVE POLICY:

All policies are subject to change as deemed by the organization and the candidates/employees will be informed as and when the changes are implemented.

A. **Earned leave (EL):-** These are leaves which an individual team member accumulates or Earns by the end of every month. 1.5 days of EL is added to team member's account, up to a maximum of 18 leaves in a year on a prorated basis, based on the date of joining. EL's cannot be accumulated beyond 45 days in any given point in time. Any leave beyond 45 would get lapsed.

B. **Sick Leave:-** These are leaves which an individual team member gets at the beginning of every quarter. 3 day of sick leave is added to team member's account during every quarter, up to a maximum of 12 leaves in a year on a prorated basis, based on the date of joining. Sick leaves cannot be accumulated and will lapse beyond the calendar year. Unavailed sick leaves cannot be encashed at the time of separation from the COMPANY. More than 2 sick

leaves at a stretch needs to be justified with medical certificate from the doctor. Earned Leaves and Sick Leave cannot be clubbed together.

Documents to be submitted prior to joining for Background Check purpose (Scanned format required):

Scanned Documents Required:

1. ID & Address proof for current & permanent address. (Aadhar Card would be Mandatory)
2. PAN Card. Mandatory
3. Passport
4. Last 3 months pay slip
5. Last 2 company relieving & experience letter. (Can be shared a day before the joining date)
6. Mark sheets from 10th to Degree & PG
7. 1 Passport size photo

Dear **ABHIGNA M P**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Great West Global Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on deepa.sharma@empower.com**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **ADITI SRINIVAS**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **AKASH SHRIVASTAVA**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **AMMAR HUSSAIN**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **ARATHI S**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **BENITA EDWIN**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great WestGlobal Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear Christo Saju,

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great WestGlobal Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **FURQAAN ABDUL MOHAIMIN**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **ROHAN T RAJ**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **A MOHAMED TALHA**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **B VENKATA RAMANA**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

OFFER LETTER

Dear EYAZHINI M,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

digit
BACKED BY FAIRFAX

OFFER LETTER

Dear FATHIMA.J,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:
(a) The accuracy of the testimonials and information provided by you; and,
(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

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Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Offer: Computer Consultancy
Ref: TCS/DT20208279535/Bangalore
Date: 11/10/2020

Dear Feba C,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

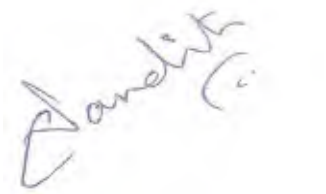
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Feba C**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

TATA CONSULTANCY SERVICES
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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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digit
BACKED BY FAIRFAX

OFFER LETTER

Dear FEONA ELSA MATHEW,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:
(a) The accuracy of the testimonials and information provided by you; and,
(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Gaurav Singh,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear GEETHA PRIYA N,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Gladys Esther,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

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ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

OFFER LETTER

Dear H.LALNUKIMI,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

digit
BACKED BY FAIRFAX

OFFER LETTER

Dear HARI BABU R J,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

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Annual Cost to Company		**450,000**

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Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Offer: Computer Consultancy
Ref: TCS/DT20208279531/Bangalore
Date: 11/10/2020

Dear Harinath N,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

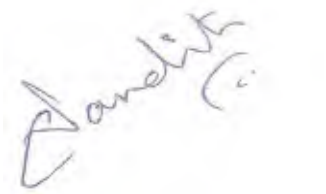
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Harinath N**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279528/Bangalore
Date: 11/10/2020

Dear Harinath,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

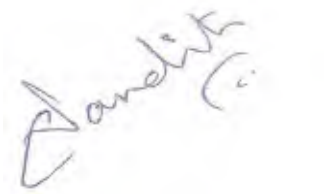
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Harinath**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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OFFER LETTER

Dear HARITHA D,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

OFFER LETTER

Dear HARITHA VENUGOPAL,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

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Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

digit
BACKED BY FAIRFAX

OFFER LETTER

Dear HARITHA VINAY,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:
(a) The accuracy of the testimonials and information provided by you; and,
(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

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*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Dear PRIYANKA K R,

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company").**

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2021, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2021.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.

- **All Original documents for verification.**
  Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.

Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2021.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards
For Hitachi Solutions India Pvt Ltd

Hitendra Singh
Vice President - Human Resources

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

Candidate Signature: _____

Candidate Name: _____

Date: _____

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec.

Annexure A

COMPENSATION STRUCTURE : PRIYANKA K R		
TITLE: Software Engineer	**BAND:**	**L0**
	Monthly (INR)	**Annual (INR)**
Fixed Salary (A)		
Basic Salary	22000	264000
House Rent Allowance	11000	132000
Retaining Allowance	6552	78628
Total Monthly Salary (A)	**39552**	**474628**
Other Annual Fixed Non-Cash Components (B)		
Provident Fund		31680
Group Medical Insurance		31000
Gratuity		12692
Total Components (B)		**75372**
Gross Cost to Company (A+B)		**550000**
Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.		

Dear PURNIMA KUMARI,

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company").**

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2021, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2021.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.

- **All Original documents for verification.**
  Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.

Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2021.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards
For Hitachi Solutions India Pvt Ltd

Hitendra Singh
Vice President - Human Resources

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

Candidate Signature: _____

Candidate Name: _____

Date: _____

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec.

Annexure A

COMPENSATION STRUCTURE : PURNIMA KUMARI		
TITLE: Software Engineer	**BAND:**	**L0**
	Monthly (INR)	**Annual (INR)**
Fixed Salary (A)		
Basic Salary	22000	264000
House Rent Allowance	11000	132000
Retaining Allowance	6552	78628
Total Monthly Salary (A)	**39552**	**474628**
Other Annual Fixed Non-Cash Components (B)		
Provident Fund		31680
Group Medical Insurance		31000
Gratuity		12692
Total Components (B)		**75372**
Gross Cost to Company (A+B)		**550000**
Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.		

Dear R ABHISHEK,

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company").**

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2021, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2021.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.

- **All Original documents for verification.**
  Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.

Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2021.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards
For Hitachi Solutions India Pvt Ltd

Hitendra Singh
Vice President - Human Resources

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

Candidate Signature: _____

Candidate Name: _____

Date: _____

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec.

Annexure A

COMPENSATION STRUCTURE : R ABHISHEK		
TITLE: Software Engineer	**BAND:**	**L0**
	Monthly (INR)	**Annual (INR)**
Fixed Salary (A)		
Basic Salary	22000	264000
House Rent Allowance	11000	132000
Retaining Allowance	6552	78628
Total Monthly Salary (A)	**39552**	**474628**
Other Annual Fixed Non-Cash Components (B)		
Provident Fund		31680
Group Medical Insurance		31000
Gratuity		12692
Total Components (B)		**75372**
Gross Cost to Company (A+B)		**550000**
Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.		

Dear RAKSHITH M,

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company").**

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2021, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2021.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.

- **All Original documents for verification.**
  Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.

Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2021.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards
For Hitachi Solutions India Pvt Ltd

Hitendra Singh
Vice President - Human Resources

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

Candidate Signature: _____

Candidate Name: _____

Date: _____

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec.

Annexure A

COMPENSATION STRUCTURE : RAKSHITH M		
TITLE: Software Engineer	**BAND:**	**L0**
	Monthly (INR)	**Annual (INR)**
Fixed Salary (A)		
Basic Salary	22000	264000
House Rent Allowance	11000	132000
Retaining Allowance	6552	78628
Total Monthly Salary (A)	**39552**	**474628**
Other Annual Fixed Non-Cash Components (B)		
Provident Fund		31680
Group Medical Insurance		31000
Gratuity		12692
Total Components (B)		**75372**
Gross Cost to Company (A+B)		**550000**
Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.		

Dear S LAVANYA,

With reference to your application and subsequent interviews you had with us, we are pleased to extend an offer of employment to you as **Software Engineer** in **Hitachi Solutions India Pvt. Ltd., ("HSIN" or "Company").**

As an employee of HSIN, you shall perform your assigned duties and shall maintain the confidentiality of the work assigned to you. We are looking forward to having you as a member of our team as we believe that the success of HSIN will depend, above all, on the quality of its people. You are required to join on or before **July-2021, however the exact date of joining will be intimated to you later.**

Your compensation plan is as per **Annexure A.**

During your employment with the Company, your performance will be kept under review and your employment may be terminated by you or the Company by giving the other party 90 days' prior notice in writing.

The Company also reserves the right to terminate/take appropriate action on your employment by giving 7 days' notice if a Discrepancy report is generated from the Background Verification Agency verifying your Personal & Professional records.

To confirm your acceptance of this offer, you are required to:

- Respond via email to communicate acceptance of the offer and to confirm your joining date on or before the Close of Business hours of **20-Aug-2021.**
- **If you fail to accept the offer from HSIN as specified above, it will be construed that you are not interested in this offer for employment, and this offer automatically stands withdrawn.**

Please note that you should report to our **Bangalore** office at 10:00 AM IST. At the time of joining, Further, please carry the following documents:

- 1 photographs of self (passport sized, color photos with a white background)
- Education degree certificate and all year mark sheets from SSC to the highest degree attained. Photocopies should include both front and back sides of certificate.
- Offer, Service & Relieving letters from your previous employers (Last 3 employments).
- Proof of identity, any one of the following documents: passport, driving license, and voter's identification card or PAN card.
- Copy of Aadhar Card (Mandatory document).

- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining.
- If you have stated in your application to Hitachi Solutions that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.

- **All Original documents for verification.**
  Please note that all the above specified documents are mandatory, and you will not be allowed to join HSIN without them.

Please confirm your acceptance of this offer by signing and returning this letter by or before 20-Aug-2021.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by HSIN.

In the event of any inconsistency between the Appointment Letter and the Offer Letter signed and accepted by the Employee, the terms of the Appointment Letter shall supersede the Offer Letter to the extent of such inconsistency.

We look forward to having you in our global team!

With Best Regards
For Hitachi Solutions India Pvt Ltd

Hitendra Singh
Vice President - Human Resources

I hereby accept the job offer for the position of **Software Engineer** with Hitachi Solutions India Pvt. Ltd., I have read the terms and conditions and accept it.

Candidate Signature: _____

Candidate Name: _____

Date: _____

Aadhaar eSigned by Megha S, Email: megha.s@cmr.edu.in, Date: 18-Aug-2022 10:01 AM +05:30, DocID: a8a764e6-2db0-4df5-9a2b-a25dab9100ec.

Annexure A

COMPENSATION STRUCTURE : S LAVANYA		
TITLE: Software Engineer	**BAND:**	**L0**
	Monthly (INR)	**Annual (INR)**
Fixed Salary (A)		
Basic Salary	22000	264000
House Rent Allowance	11000	132000
Retaining Allowance	6552	78628
Total Monthly Salary (A)	**39552**	**474628**
Other Annual Fixed Non-Cash Components (B)		
Provident Fund		31680
Group Medical Insurance		31000
Gratuity		12692
Total Components (B)		**75372**
Gross Cost to Company (A+B)		**550000**
Your compensation details are strictly confidential, and should not be discussed with anyone other than your reporting manager and HR.		

Offer: Computer Consultancy
Ref: TCS/DT20208279501/Bangalore
Date: 11/10/2020

Dear HITESH K,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

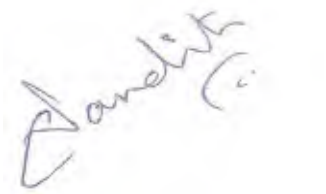
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**HITESH K**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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PRIVATE AND CONFIDENTIAL

Reference No. - 1384045395
Applicant ID - 4394166

05-Apr-2020

JYOTHI PRASAD B

Dear JYOTHI PRASAD B,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045395
Applicant ID - 4394166

05-Apr-2022

JYOTHI PRASAD B

Dear JYOTHI PRASAD B,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045395

- JYOTHI PRASAD B

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045395

JYOTHI PRASAD B

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045395

JYOTHI PRASAD B

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045395
JYOTHI PRASAD B

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045395
JYOTHI PRASAD B

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : JYOTHI PRASAD B
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045396
Applicant ID - 4394167

05-Apr-2020

JYOTI MALLIKARJUN

Dear JYOTI MALLIKARJUN,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045396
Applicant ID - 4394167

05-Apr-2022

JYOTI MALLIKARJUN

Dear JYOTI MALLIKARJUN,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045396

- JYOTI MALLIKARJUN

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045396

JYOTI MALLIKARJUN

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

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    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
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- Fake qualification certificates etc; and

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    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045396

JYOTI MALLIKARJUN

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045396
JYOTI MALLIKARJUN

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

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- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045396
JYOTI MALLIKARJUN

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

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URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : JYOTI MALLIKARJUN
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045397
Applicant ID - 4394168

05-Apr-2020

KAALINGA MURALIK KANNAN D

Dear KAALINGA MURALIK KANNAN D,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045397
Applicant ID - 4394168

05-Apr-2022

KAALINGA MURALIK KANNAN D

Dear KAALINGA MURALIK KANNAN D,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045397

- KAALINGA MURALIK KANNAN D

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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Regd. Office : ICICI Bank Tower,
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Reference No. - 1384045397

KAALINGA MURALIK KANNAN D

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    c) Any incorrect information furnished by you like:
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Reference No. - 1384045397

KAALINGA MURALIK
KANNAN D

General:

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- You will keep us informed of any change in your residential address.

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045397
KAALINGA MURALIK KANNAN D

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045397
KAALINGA MURALIK KANNAN D

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : KAALINGA MURALIK KANNAN D
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045398
Applicant ID - 4394169

05-Apr-2020

KEERTHI P

Dear KEERTHI P,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045398
Applicant ID - 4394169

05-Apr-2022

KEERTHI P

Dear KEERTHI P,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045398

- KEERTHI P

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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Fax: (91-22) 2653 1122
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Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045398

KEERTHI P

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045398

KEERTHI P

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045398
KEERTHI P

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
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Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

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Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045398
KEERTHI P

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

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URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : KEERTHI P
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045399
Applicant ID - 4394170

05-Apr-2020

KEERTHI R

Dear KEERTHI R,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045399
Applicant ID - 4394170

05-Apr-2022

KEERTHI R

Dear KEERTHI R,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045399

- KEERTHI R

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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Regd. Office : ICICI Bank Tower,
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Reference No. - 1384045399

KEERTHI R

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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Reference No. - 1384045399

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045399
KEERTHI R

Annexure:

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Regd. Office : ICICI Bank Tower,
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Signature of Applicant

JOINING FORMALITIES

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Remuneration Details

Name : KEERTHI R
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
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Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045400
Applicant ID - 4394171

05-Apr-2020

KONERU PUSHPITHA

Dear KONERU PUSHPITHA,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045400
Applicant ID - 4394171

05-Apr-2022

KONERU PUSHPITHA

Dear KONERU PUSHPITHA,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045400

- KONERU PUSHPITHA

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045400

KONERU PUSHPITHA

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045400

KONERU PUSHPITHA

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045400
KONERU PUSHPITHA

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
ICICI Bank Towers
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Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045400
KONERU PUSHPITHA

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : KONERU PUSHPITHA
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045401
Applicant ID - 4394172

05-Apr-2020

KUNAPARAJU VENKATA KALYAN DILEEP

Dear KUNAPARAJU VENKATA KALYAN DILEEP,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045401
Applicant ID - 4394172

05-Apr-2022

KUNAPARAJU VENKATA KALYAN DILEEP

Dear KUNAPARAJU VENKATA KALYAN DILEEP,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045401

- KUNAPARAJU VENKATA KALYAN DILEEP

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

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- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
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Tel.: (91-22) 2653 1414
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Regd. Office : ICICI Bank Tower,
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Reference No. - 1384045401
KUNAPARAJU VENKATA KALYAN
DILEEP

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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- Mismatch in your previous employment data even for a day
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Reference No. - 1384045401

KUNAPARAJU VENKATA
KALYAN DILEEP

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045401
KUNAPARAJU VENKATA KALYAN
DILEEP

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

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Reference No. - 1384045401
KUNAPARAJU VENKATA KALYAN
DILEEP

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

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URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : KUNAPARAJU VENKATA KALYAN DILEEP
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
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#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045402
Applicant ID - 4394173

05-Apr-2020

LALATENDU CHOUDHURY

Dear LALATENDU CHOUDHURY,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045402
Applicant ID - 4394173

05-Apr-2022

LALATENDU CHOUDHURY

Dear LALATENDU CHOUDHURY,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045402

- LALATENDU CHOUDHURY

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045402

LALATENDU CHOUDHURY

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045402

LALATENDU CHOUDHURY

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045402
LALATENDU CHOUDHURY

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
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Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045402
LALATENDU CHOUDHURY

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : LALATENDU CHOUDHURY
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045403
Applicant ID - 4394174

05-Apr-2020

M LALITHA

Dear M LALITHA,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045403
Applicant ID - 4394174

05-Apr-2022

M LALITHA

Dear M LALITHA,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045403

- M LALITHA

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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Regd. Office : ICICI Bank Tower,
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Vadodara 390 007, India.

Reference No. - 1384045403

M LALITHA

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045403

M LALITHA

General:

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- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045403 M
LALITHA

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

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Regd. Office : ICICI Bank Tower,
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Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045403 M
LALITHA

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: **https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx**

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : M LALITHA
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045404
Applicant ID - 4394175

05-Apr-2020

MADANKUMAR S R

Dear MADANKUMAR S R,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045404
Applicant ID - 4394175

05-Apr-2022

MADANKUMAR S R

Dear MADANKUMAR S R,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045404

- MADANKUMAR S R

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045404

MADANKUMAR S R

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045404

MADANKUMAR S R

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045404
MADANKUMAR S R

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045404
MADANKUMAR S R

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : MADANKUMAR S R
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045405
Applicant ID - 4394176

05-Apr-2020

MADHAN SRINIVAS B

Dear MADHAN SRINIVAS B,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045405
Applicant ID - 4394176

05-Apr-2022

MADHAN SRINIVAS B

Dear MADHAN SRINIVAS B,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045405

- MADHAN SRINIVAS B

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045405

MADHAN SRINIVAS B

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Reference No. - 1384045405

MADHAN SRINIVAS B

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045405
MADHAN SRINIVAS B

Annexure:

Remuneration:

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ICICI Bank Limited
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Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045405
MADHAN SRINIVAS B

Benefits:

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- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

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Signature of Applicant

JOINING FORMALITIES

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URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : MADHAN SRINIVAS B
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045406
Applicant ID - 4394177

05-Apr-2020

MAHANTH K R

Dear MAHANTH K R,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045406
Applicant ID - 4394177

05-Apr-2022

MAHANTH K R

Dear MAHANTH K R,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045406

- MAHANTH K R

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  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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MAHANTH K R

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Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045406
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Annexure:

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- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
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Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045406
MAHANTH K R

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : MAHANTH K R
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045407
Applicant ID - 4394178

05-Apr-2020

MAITHRI N

Dear MAITHRI N,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045407
Applicant ID - 4394178

05-Apr-2022

MAITHRI N

Dear MAITHRI N,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045407

- MAITHRI N

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045407

MAITHRI N

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045407

MAITHRI N

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045407
MAITHRI N

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

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- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

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- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

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Website www.icicibank.com
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Regd. Office : ICICI Bank Tower,
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Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045407
MAITHRI N

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

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URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : MAITHRI N
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045408
Applicant ID - 4394179

05-Apr-2020

MANAS KUMAR LENKA

Dear MANAS KUMAR LENKA,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045408
Applicant ID - 4394179

05-Apr-2022

MANAS KUMAR LENKA

Dear MANAS KUMAR LENKA,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045408

- MANAS KUMAR LENKA

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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MANAS KUMAR LENKA

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Yours sincerely,

Amit Prakash

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Signature of Applicant

Reference No. - 1384045408
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Signature of Applicant

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Group: RETAIL BANKING GROUP

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Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045409
Applicant ID - 4394180

05-Apr-2020

MANASA G N

Dear MANASA G N,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Reference No. - 1384045409
Applicant ID - 4394180

05-Apr-2022

MANASA G N

Dear MANASA G N,

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in CORPORATE EMP SOLUTIONS GROUP at BENGALURU - R T NAGAR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 22-Apr-2020.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

Reference No. - 1384045409

- MANASA G N

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045409

MANASA G N

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
    a) Any breach of the conditions mentioned in this letter on your part
    b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

    c) Any incorrect information furnished by you like:
- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

    d) Suppression of any material information by you.

    e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. - 1384045409

MANASA G N

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Amit Prakash

I have read all the terms and conditions of the offer and would like to confirm my acceptance

Signature of Applicant

Reference No. - 1384045409
MANASA G N

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. - 1384045409
MANASA G N

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : MANASA G N
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	16,000	1,74,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total (incl PLRP)	**28196**	**338196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy

#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: 05-Apr-2020

Offer: Computer Consultancy
Ref: TCS/DT20208279532/Bangalore
Date: 11/10/2020

Dear Immanni Hruthvik,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

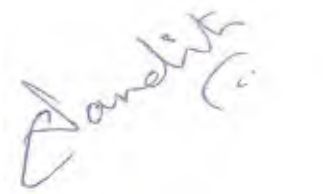
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Immanni Hruthvik**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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OFFER LETTER

Dear ISAC PHILIP,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

digit
BACKED BY FAIRFAX

OFFER LETTER

Dear JACOB CHALAKUZHY.M,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

digit
BACKED BY FAIRFAX

OFFER LETTER

Dear JAHNABI RAJBONGSHI,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:
(a) The accuracy of the testimonials and information provided by you; and,
(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

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*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Offer: Computer Consultancy
Ref: TCS/DT20208279522/Bangalore
Date: 11/10/2020

Dear Jai Kiran,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Withdrawal of Offer

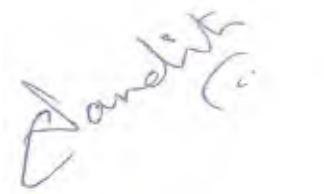
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Jai Kiran**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279502/Bangalore
Date: 11/10/2020

Dear JANARDHAN V,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

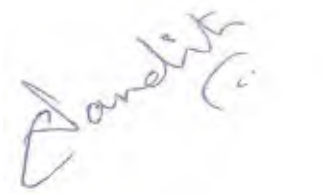
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**JANARDHAN V**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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digit
BACKED BY FAIRFAX

OFFER LETTER

Dear JAPHIA R B,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:
(a) The accuracy of the testimonials and information provided by you; and,
(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear KARAN,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

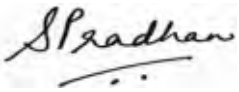
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Offer: Computer Consultancy
Ref: TCS/DT20208279537/Bangalore
Date: 11/10/2020

Dear Karthik,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

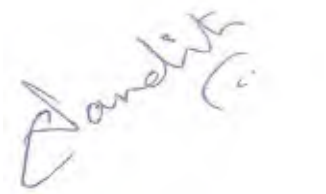
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Karthik**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear KATHERINE C,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

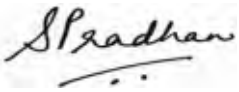
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Offer: Computer Consultancy
Ref: TCS/DT20208279533/Bangalore
Date: 11/10/2020

Dear Kavana HM,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

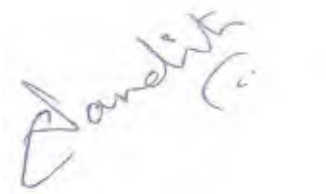
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Kavana HM**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Kavya Maria Gonsalves,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

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F :+91 (80) 2844 0054
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Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear KISHAN DAS MENON H,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

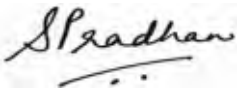
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Offer: Computer Consultancy
Ref: TCS/DT20208279503/Bangalore
Date: 11/10/2020

Dear KISHOR R,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

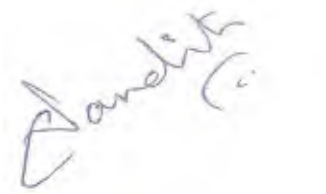
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**KISHOR R**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279511/Bangalore
Date: 11/10/2020

Dear KRITHIKA K,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

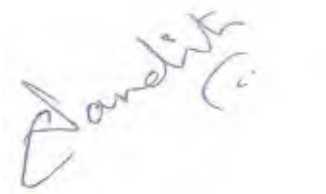
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**KRITHIKA K**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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L&T Technology Services

Dear **SAGAR SWAMI RAO,**

On behalf of, it is our pleasure to confirm your selection for employment as **"Software Engineer-Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 4,00,000.00/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
L&T Technology Services

Annexure I

NAME:	SAGAR SWAMI RAO	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

L&T Technology Services

Dear **SAHANA HARISH,**

On behalf of, it is our pleasure to confirm your selection for employment as **"Software Engineer-Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 4,00,000.00/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
L&T Technology Services

Annexure I

NAME:	SAHANA HARISH	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

L&T Technology Services

Dear **SAMATHA REDDY M,**

On behalf of, it is our pleasure to confirm your selection for employment as **"Software Engineer-Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 4,00,000.00/- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
L&T Technology Services

Annexure I

NAME:	SAMATHA REDDY M	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**200,167**	**2,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**4,00,000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

27 April 2020

Dear AMEY A KAMATH,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

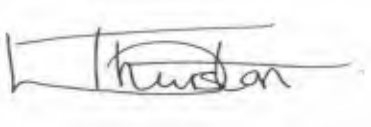
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

Encl

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 27 April 2020.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) AMEY A KAMATH(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) ormore of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2020(the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year,

Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

Annual Leave

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

Retirement Age

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

Benefits

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].

Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

27 April 2020

Dear ARABINDA DAS CHOUDHURY,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

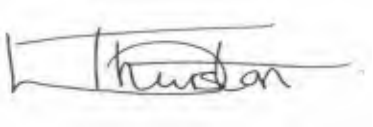
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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Summary of Key Terms

THIS AGREEMENT is made on 27 April 2020.

BETWEEN

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(2) ARABINDA DAS CHOUDHURY(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) ormore of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2020(the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year,

Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

Annual Leave

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

Retirement Age

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

Benefits

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].

Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

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CIN: U72200MH2018FTC309675

27 April 2020

Dear Imran Khan**,**

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

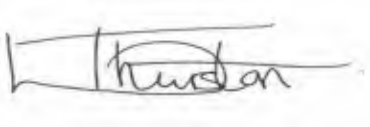
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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(2) NAGESHWARI S(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

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"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

(a) that is directly or indirectly controlled by the Company, or

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(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) ormore of that company's issued ordinary share capital.

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Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

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You will be entitled to leave and holidays in accordance with the Company’s Time-off policy, as may be amended from time to time.

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Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

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CIN: U72200MH2018FTC309675

27 April 2020

Dear JEBIN JOHN THOMAS,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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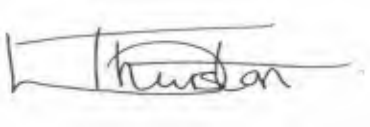
We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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(2) JEBIN JOHN THOMAS(the “Employee”)

Name GAUTAM R GHODKE

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Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

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Annual Leave

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27 April 2020

Dear JOSHNA JOSE,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

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We look forward to welcoming you to the Company.

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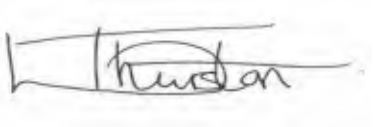

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(2) JOSHNA JOSE(the “Employee”)

Name GAUTAM R GHODKE

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Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

Annual Leave

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

Retirement Age

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Benefits

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

Notice Period

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Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Prevention of Sexual Harassment at Workplace.

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Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

27 April 2020

Dear KHUSHBU BORANA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

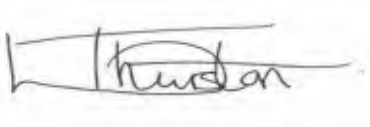
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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(2) KHUSHBU BORANA(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) ormore of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2020(the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year,

Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

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You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

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- Prevention of Sexual Harassment at Workplace.

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CIN: U72200MH2018FTC309675

27 April 2020

Dear KINGSHUK GHOSH,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

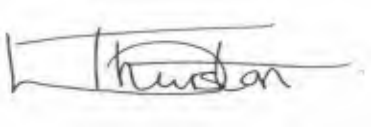
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



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(2) KINGSHUK GHOSH(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

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Start Date

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27 April 2020

Dear KUSHAL DUTTA,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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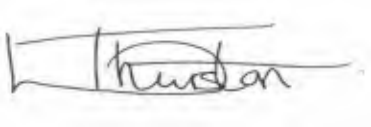
We look forward to welcoming you to the Company.

Yours sincerely,



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(2) KUSHAL DUTTA(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

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27 April 2020

Dear LISHA C,

Following our recent discussions, we are delighted to extend an offer of employment to you.

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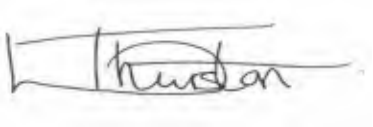
We look forward to welcoming you to the Company.

Yours sincerely,



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Name GAUTAM R GHODKE

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(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) ormore of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2020(the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year,

Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

Annual Leave

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

Retirement Age

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

Benefits

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

Notice Period

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Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

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Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

27 April 2020

Dear MAHESH P,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

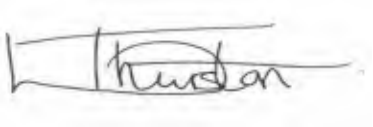
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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Summary of Key Terms

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BETWEEN

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(2) MAHESH P(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) ormore of that company's issued ordinary share capital.

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Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

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Start Date

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Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

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Hours of Work

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Annual Leave

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

Retirement Age

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Benefits

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It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Conflicts of interest;
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CIN: U72200MH2018FTC309675

27 April 2020

Dear MOHAMMED FAIZLAN,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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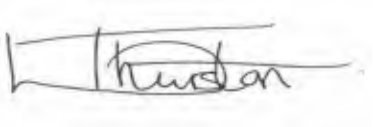
On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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(2) MOHAMMED FAIZLAN(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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Your role will be Associate Content Analyst , Division: Operations.

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

Retirement Age

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Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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CIN: U72200MH2018FTC309675

27 April 2020

Dear MOHAMMED MINHAJ ZAID,

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We look forward to welcoming you to the Company.

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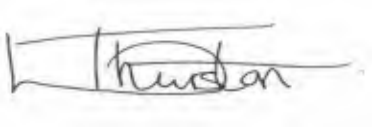

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(2) MOHAMMED MINHAJ ZAID(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

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During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year,

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27 April 2020

Dear NAFIA K U,

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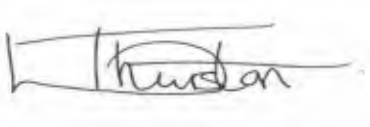
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

Encl

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 27 April 2020.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) NAFIA K U(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

You consent to the transfer of your employment under this agreement to a Group Company at any time during your employment.

"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) ormore of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2020(the "Start Date").

Your employment is subject to the Employment Requirements (set out in the Detailed Terms & Conditions) being met to the Company's satisfaction, as required .

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year,

Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹60,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be considered in satisfaction of (i.e., adjusted towards) the bonus payable based on profits as per the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

Annual Leave

You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

Retirement Age

Your normal retirement age with the Company will be set out in the Company's Retirement Policy in force at the relevant time.

Benefits

You are eligible to participate in the Company benefit plans which are set out in the enclosed benefits summary and does not form part of this Agreement.

Notice Period

Either you or the Company may terminate your employment by giving the other party at least 60 days written notice [or such lesser period of notice which applies during your Probationary Period].

Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

- Code of Conduct/Code of Business Conduct & Ethics;
- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

27 April 2020

Dear NAGESHWARI S,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London Stock Exchange Group.

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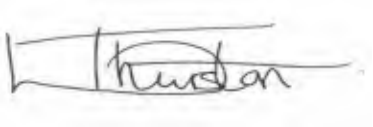
On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company.

Yours sincerely,



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(2) NAGESHWARI S(the “Employee”)

Name GAUTAM R GHODKE

Employing Company Refinitiv India Shared Services Private Limited

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"Group Company" means the Company and all companies which are for the time being either a Holding Company of the Company or a Subsidiary of either the Company or any such Holding Company, including any of their predecessors, successors or assigns or any company which is designated a Group Company at any time by the directors of the board of the London Stock Exchange Group(LSEG) or the Company and any firm, company, corporate or other entity or organisation:

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(b) that directly or indirectly controls the Company; or

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Position and Function

Your role will be Associate Content Analyst , Division: Operations.

Place of Work

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Probation Period

Your employment is subject to a Probationary Period of 6 months or any additional period which the Company requires. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

During the Probationary Period either you or the Company can terminate your employment by giving the other party 30 days written notice.

Hours of Work

You will work a minimum of 40 hours each week, plus any additional hours which the Company requires for the proper performance of your role. You may be entitled to overtime payments, please refer to the Special Shift Policy for more details.

Salary

Your Total Fixed Pay (TFP) will be INR ₹3,00,000.00per annum and is inclusive of your Basic salary of INR ₹2,05,600.00per year,

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You will be entitled to leave and holidays in accordance with the Company's Time-off policy, as may be amended from time to time.

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You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

You acknowledge and understand that the Company may make such information available to any Group Company, those who provide products or services to the Company or to any Group Company (such as advisers and payroll and expenses administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or any Group Company or the business in which you work.

Post-Termination Restrictions

To protect the interests of the Company and/or each Group Company, you must not for a period of 3 months following the termination of your employment (the "Restricted Period") be involved in or carry out certain non-solicitation or poaching activities as set out in further detail in your Detailed Terms & Conditions at paragraph 19.

Training

You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

27 April 2020

Dear P MURALI KRISHNA,

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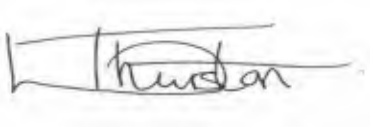

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You must complete mandatory training, which will be organised by the Company, and be dependent on your role and may include the following: (this list is not exhaustive)

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- Anti Bribery & Corruption;
- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear MADHU KIRAN M,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279512/Bangalore
Date: 11/10/2020

Dear MADHUKAR.S,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

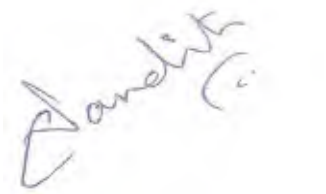
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**MADHUKAR.S**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Manasa R,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear MANISH KUMAR R,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279513/Bangalore
Date: 11/10/2020

Dear MANJULA S,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

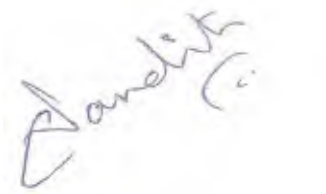
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**MANJULA S**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279514/Bangalore
Date: 11/10/2020

Dear MANOJ KUMAR E,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

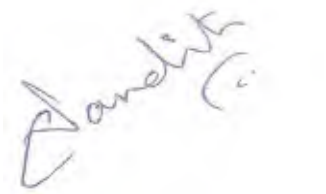
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**MANOJ KUMAR E**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Kavya Maria Gonsalves,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

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E :info@wipro.com
W :wipro.com
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Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear MIR ALI HYDER,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

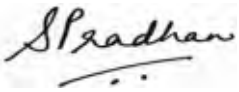
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear MIRZA NAQUI ALI,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

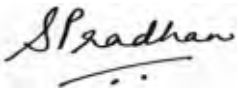
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Offer: Computer Consultancy
Ref: TCS/DT20208279521/Bangalore
Date: 11/10/2020

Dear Misbah Noorin,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

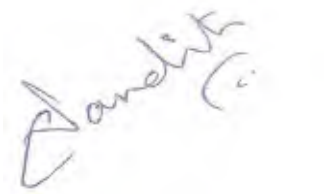
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Misbah Noorin**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear MOHAMMED ABRAZ,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear MOHAMMED ADNAN AHMED,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

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(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Building a better working world

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Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **MOHD RASHID**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2020. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2020.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

This file is signed using Digital Signature.

This file is signed using Digital Signature.

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EY Global Delivery Services India LLP
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Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **Rekha Dd**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

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Bangalore - 560016
Karnataka , India

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Fax: +91 080 6681 3334
ey.com

Dear **Sammedh Chaugala**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

This file is signed using Digital Signature.

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Building a better working world

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Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **Abhilasha Maurya**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

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3rd Floor, Tower 'C',
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Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **Aditi**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

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Dear **Akarsh Kumar**,

Subject: Letter of intent

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Dear **Akash SR**,

Subject: Letter of intent

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Dear **Ameen Rabbani**,

Subject: Letter of intent

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Dear **Dheeraj C**,

Subject: Letter of intent

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Dear **MD Mujeeb Ur Rehman G**,

Subject: Letter of intent

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Dear **Meghana SG**,

Subject: Letter of intent

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Dear **Mohammed Faisal**,

Subject: Letter of intent

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Dear **Navya MS**,

Subject: Letter of intent

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Dear **Prajwal patil**,

Subject: Letter of intent

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Dear **Rafia Akahtar Maham**,

Subject: Letter of intent

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Dear **Rituraj**,

Subject: Letter of intent

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Dear **Roshan Raj A**,

Subject: Letter of intent

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Dear **Sahid Khan**,

Subject: Letter of intent

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Dear **Sneha Latha Reddy B**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

This file is signed using Digital Signature.

This file is signed using Digital Signature.

Building a better working world

EY Global Delivery Services India LLP
3rd Floor, Tower 'C',
RMZ Infinity, Old Madras Road,
Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **Varsha S Rajan**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

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Signed By : RAHUL DASGUPTA
Reason : Offer Letter
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Date: 24-09-2021 16:16:53

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear BRINDA VALSARAJ,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**BRINDA VALSARAJ**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ACSA SABY,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

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Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

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b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

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b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

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k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

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o) Termination of Services:

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(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**ACSA SABY**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ALISHA KARIM,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**ALISHA KARIM**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear AMINA KAUSAR,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	AMINA KAUSAR	
Designtion	Associate (E1)	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear AMRUTHA RAJ,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**AMRUTHA RAJ**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ANJALY ANILKUMAR,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	ANJALY ANILKUMAR	
Designtion	Associate (E1)	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ANKITA SHARMA,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**ANKITA SHARMA**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ANOOP B S,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	ANOOP B S	
Designtion	Associate (E1)	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ARUNIMA MANOHARAN K,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	ARUNIMA MANOHARAN K	
Designtion	Associate (E1)	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ASHWINI SUSAN JACOB,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	ASHWINI SUSAN JACOB	
Designtion	Associate (E1)	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear B ABIRAMI,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	B ABIRAMI	
Designtion	Associate (E1)	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear BLESSY PRAISELIN R,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	BLESSY PRAISELIN R	
Designtion	Associate (E1)	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear BRINDA VALSARAJ,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 420000**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**BRINDA VALSARAJ**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	420000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear MUGUNDHAN R,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Mukul Gaur,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Dear **ACHAL RAJ JAIN M**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as **"Software Engineer- Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Mu Sigma

Annexure I

NAME:	ACHAL RAJ JAIN M	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**54,167**	**3,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**500000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

Dear **ACHAL RAJ JAIN M**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as **"Software Engineer- Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

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Compensation: **As Detailed in Annexure I**

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Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

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Sincerely,
Mu Sigma

Annexure I

NAME:	ACHAL RAJ JAIN M	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
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Gratuity		1,053	12,636
Fixed Compensation		**54,167**	**3,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**500000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

Dear **VARSHA R**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as **"Software Engineer- Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Mu Sigma

Annexure I

NAME:	VARSHA R	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**54,167**	**3,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**500000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

Dear **VENKATESH PRASAD T S**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as **"Software Engineer- Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Mu Sigma

Annexure I

NAME:	VENKATESH PRASAD T S	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**54,167**	**3,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**500000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

Dear **YOGENDAR KUMAR CHOUDHARY**

On behalf of Mu Sigma., it is our pleasure to confirm your selection for employment as **"Software Engineer- Trainee"**, in our **India** operations. We are very excited to extend this offer, and the opportunity it represents, with great confidence in your abilities.

We will be pleased to offer you on the following terms & conditions:

Designation : **Software Engineer – Trainee**

Total Cost to Company: **Rs. 500000- per annum**

Compensation: **As Detailed in Annexure I**

The company will make deductions as may be necessary as per Statutory compliance with State / Central tax laws.

Your Initial Posting will be at **Bangalore** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. You are required to work from office on all 5 working days (Mon to Fri) for a period of 6 months from your date of joining , post which the schedule will be decided by the organization based on the requirements.

This letter will be followed by a background verification email and you will be required to share relevant documents as requested. Upon successful initiation of background verification, we will mail you a detailed offer letter before join us in July/August (Based Final Exams). It will include your date of joining, initial posting location and complete employment terms & conditions. Kindly consider this letter as an indicative offer, to begin with the on-boarding process.

Sincerely,
Mu Sigma

Annexure I

NAME:	YOGENDAR KUMAR CHOUDHARY	**GRADE**	**P2**
TITLE:	**Software Engineer Trainee**		

COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		21,667	2,60,000
HRA		10,833	1,30,000
Executive Allowance		14,508	1,74,097
LTA - Maximum One Month Basic	21,667	1,806	21,667
Children Education Allowance	2,400	200	2,400
Lunch Coupon	18,000	1,500	18,000
Residential Telephone Reimbursement	-	-	-
PF (Employer's Contribution)		2,600	31,200
Gratuity		1,053	12,636
Fixed Compensation		**54,167**	**3,50,000**
Insurance		2,667	32,000
STI			**60,600**
Total Compensation			**500000**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

Building a better working world

EY Global Delivery Services India LLP
3rd Floor, Tower 'C',
RMZ Infinity, Old Madras Road,
Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **N PAVAN KALYAN**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2020. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2020.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

This file is signed using Digital Signature.

This file is signed using Digital Signature.

Building a better working world

EY Global Delivery Services India LLP
3rd Floor, Tower 'C',
RMZ Infinity, Old Madras Road,
Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **Rekha Dd**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

This file is signed using Digital Signature.

This file is signed using Digital Signature.

Building a better working world

EY Global Delivery Services India LLP
3rd Floor, Tower 'C',
RMZ Infinity, Old Madras Road,
Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **Sammedh Chaugala**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

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4. Education Qualification:

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Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

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Dear **Abhilasha Maurya**,

Subject: Letter of intent

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Dear **Aditi**,

Subject: Letter of intent

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Dear **Akarsh Kumar**,

Subject: Letter of intent

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Dear **Akash SR**,

Subject: Letter of intent

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Dear **Ameen Rabbani**,

Subject: Letter of intent

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Dear **Dheeraj C**,

Subject: Letter of intent

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Dear **MD Mujeeb Ur Rehman G**,

Subject: Letter of intent

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Dear **Meghana SG**,

Subject: Letter of intent

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Dear **Mohammed Faisal**,

Subject: Letter of intent

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Dear **Navya MS**,

Subject: Letter of intent

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Dear **Prajwal patil**,

Subject: Letter of intent

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Dear **Rafia Akahtar Maham**,

Subject: Letter of intent

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Dear **Rituraj**,

Subject: Letter of intent

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Dear **Roshan Raj A**,

Subject: Letter of intent

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3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

This file is signed using Digital Signature.

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Building a better working world

EY Global Delivery Services India LLP
3rd Floor, Tower 'C',
RMZ Infinity, Old Madras Road,
Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

Dear **Sahid Khan**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

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Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

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Reason : Offer Letter
Location : Bangalore
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Dear **Sneha Latha Reddy B**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

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Dear **Varsha S Rajan**,

Subject: Letter of intent

With reference to the campus selection process and the subsequent interviews that you had with us, we are pleased to extend a letter of intent subject to the following terms and conditions:

1. Position:

You will be offered a position in "**EY Global Delivery Services India LLP"** (the "Firm").

2. Date of joining and work location:

Your date of joining the company and work location will be communicated to you at a later stage.

3. Annual Fixed compensation:

You shall be paid an annual fixed compensation of **INR.483000/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provision of IncomeTax Act & will be paid to you after deduction of income tax and other applicable taxes at source**.**

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY GDS, business unit and personal performance. This will be payable on or before 31 August 2023. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

4. Education Qualification:

This letter of intent is subject to your successful completion of Btech exams by September 2023.

Please note that a detailed offer letter would be issued to you subsequently.

Looking forward to a mutually beneficial association.

Thanking you.

Yours faithfully,

for **EY Global Delivery Services India LLP**

Signed By : RAHUL DASGUPTA
Reason : Offer Letter
Location : Bangalore
Date: 24-09-2021 16:16:53

Authorized Signatory

This file is signed using Digital Signature.

This file is signed using Digital Signature.

Offer: Computer Consultancy
Ref: TCS/DT20208279534/Bangalore
Date: 11/10/2020

Dear N Swetha,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

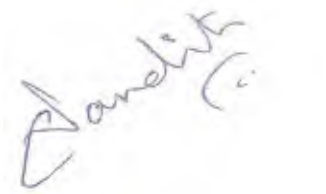
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**N Swetha**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear NADIR ALI MARAKKAR,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

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W :wipro.com
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Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
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Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear NAMITH RAJ N,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

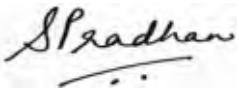
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Navami,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Niang Muan Kim Zou Muan Zou,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279515/Bangalore
Date: 11/10/2020

Dear NIDA KULSUM,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

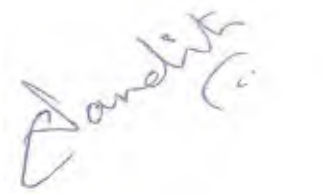
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**NIDA KULSUM**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear NIKHIL M,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

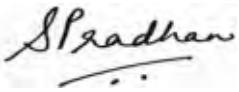
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Offer: Computer Consultancy
Ref: TCS/DT20208279516/Bangalore
Date: 11/10/2020

Dear Nikita Agrahari,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

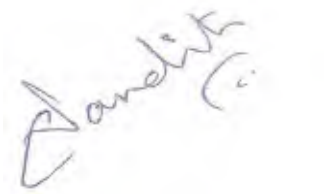
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Nikita Agrahari**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear NITIN RAJIV B.S,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

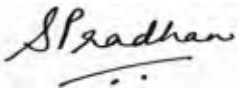
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

OFFER LETTER

5th February 2020

NIVEDHA S

CMR University

Dear NIVEDHA S,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12th February 2020** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** neha.kumari2@genpact.com in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

Ritu Bhatia

Senior Vice President -Recruitment, India

Human Resources
Genpact Phase 5 Office
Gurgaon- 122002
www.genpact.com

NIVEDHA S

Genpact, 2020

Annexure 1- Joining Documents

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
   a. Please bring a signed copy & handover to the Business HR Manager
   b. Kindly sign both the pages with full signatures

2. **Photo ID**
   a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)

3. **Address proof**
   a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee

Engagement Letter

Dear SAUMYA CHANDRA,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

Tesco Bengaluru (CIN – U72200KA2003PTC032530)
Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500
www.tescohsc.com

1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear RAJITH R,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

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Tesco Bengaluru Pvt. Ltd

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a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear RAO ABHISHEK RAMESH,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear RITESH KUMAR,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

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7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

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Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SACHIN GAHLAUT,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SANDEEP R,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

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a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

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d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SARAVANAN V.A,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

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7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

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Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SATHYA PRASAD,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SMITA HUILGOL,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

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d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SNEHAL SHIVALING KATARE,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SUBODHKAR K S,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SUNDAR RAGHAVAN,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

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a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

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d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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www.tescohsc.com

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SYED ABRAR,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SYED HANNAN AHMED,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

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b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

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6. **Intellectual Property and Information Security**

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear TANUJA S PAI,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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For and on behalf of
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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear TARUN VIJAY BONTHU,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear TEJA KRISHNA KANCHERLA,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

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5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

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9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear VANGA SAI DATTA REDDY,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

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a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

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d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear VARSHA ANTHONY,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

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Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear VEENA C L M,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear VIKRAM R,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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www.tescohsc.com

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear VIVEK BHARTI,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2024**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

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Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear WAGHMARE SHREYAS SATISH,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2021**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

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1. **Place of internship/ PPO** – You would be based out of our office in Bangalore.

2. **Confidentiality agreement:**

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

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9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

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10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

AISHWARYA B, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AISHWARYA B**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

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AND

AJITH KUMAR M, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AJITH KUMAR M**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

ANUSHA G M, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **ANUSHA G M**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
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AND

ANUSHA S, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **ANUSHA S**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
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AND

AVINASH S, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AVINASH S**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
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AND

BALAJI T, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **BALAJI T**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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AND

D ANAND, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **D ANAND**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
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AND

DEBRAJ BHATTACHARJEE, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **DEBRAJ BHATTACHARJEE**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
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AND

IRFAN PASHA, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **IRFAN PASHA**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
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AND

ISRA SHAKIR, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **ISRA SHAKIR**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
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AND

JINCY, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **JINCY**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
Total CTC	450000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

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AND

KIRUBAKARAN, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **KIRUBAKARAN**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
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AND

MANOJ C, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **MANOJ C**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
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AND

MONISHA S, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **MONISHA S**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	80,000 / year
Employer PF Contribution	21,600/ year
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AND

NANDITHA K S, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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WHEREAS

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **NANDITHA K S**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
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AND

PRAJWAL S DAVE, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **PRAJWAL S DAVE**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
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AND

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **RAHUL VENKATESH V**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
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AND

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TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **KIRAN DAS C**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
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Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated Separately

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Pavithra R,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

OFFER LETTER

5th February 2020

PRAJVAL G
AVATHADA

CMR University

Dear PRAJVAL G AVATHADA,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12th February 2020** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** neha.kumari2@genpact.com in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

Ritu Bhatia

Senior Vice President -Recruitment, India

Human Resources
Genpact Phase 5 Office
Gurgaon- 122002
www.genpact.com

PRAJVAL G AVATHADA

Genpact, 2020

Annexure 1- Joining Documents

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

Joining will not happen without these documents:

1. **Internship Offer Letter**
   a. Please bring a signed copy & handover to the Business HR Manager
   b. Kindly sign both the pages with full signatures

2. **Photo ID**
   a. One of the following: Voters ID, driving license, Passport, Aadhaar Card, PAN card or XII Board Hall ticket (Class XII Hall tickets will be accepted only for those candidates joining straight after school and don't have any other document)

3. **Address proof**
   a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee

OFFER LETTER

5th February 2020

PRAJWAL D J

CMR University

Dear PRAJWAL D J,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12th February 2020** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** neha.kumari2@genpact.com in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

Ritu Bhatia

Senior Vice President -Recruitment, India

Human Resources
Genpact Phase 5 Office
Gurgaon- 122002
www.genpact.com

PRAJWAL D J

Genpact, 2020

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3. **Address proof**
   a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee

OFFER LETTER

5th February 2020

PRANAV KUMAR

CMR University

Dear PRANAV KUMAR,

We are pleased to formally confirm your internship offer with Genpact. The duration of the project will be **20** weeks beginning **12th February 2020** working with us on Project - **Ryan Specialty**.

You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Genpact policies as may be applicable. Any violation of the same can result in this offer being withdrawn without any notice.

Please feel free to contact HR Manager – **Kumari, Neha** neha.kumari2@genpact.com in case of any clarifications.

Once again, we are delighted to have you on board and hope you have a rewarding and enriching experience with Genpact.

Congratulations and welcome to the team!

Yours Sincerely,

Ritu Bhatia

Senior Vice President -Recruitment, India

Human Resources
Genpact Phase 5 Office
Gurgaon- 122002
www.genpact.com

PRANAV KUMAR

Genpact, 2020

Annexure 1- Joining Documents

Please carry the following documents with you and furnish them at the time of Orientation and joining your business.

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3. **Address proof**
   a. One of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee

OFFER LETTER

Dear PRANAV REDDY S,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A
Compensation Entitlement Sheet

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Pranav Reddy,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

OFFER LETTER

Dear PRANJAL GUPTA,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A
Compensation Entitlement Sheet

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Offer: Computer Consultancy
Ref: TCS/DT20208279517/Bangalore
Date: 11/10/2020

Dear Prathiba R,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

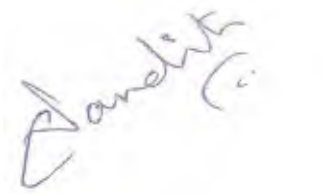
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Prathiba R**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279504/Bangalore
Date: 11/10/2020

Dear PRATHIKSHA RAVOOR,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

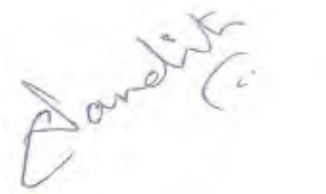
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**PRATHIKSHA RAVOOR**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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OFFER LETTER

Dear PREMASAGAR,

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer – Analytics and Data Science.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 500000/-** (Rupees Four Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.00%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 We are glad that you have accepted our offer. In order to confirm your joining, you would be required to submit a proof of your resignation from your current company

within 7 days of receipt of this offer letter. In case of failure to submit the same within the stipulated time period, the company reserves a right to withdraw this offer.

On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A
Compensation Entitlement Sheet

	Monthly	Annual
Basic Salary	11,667	140,000
HRA	4,667	56,000
Education Allowance	200	2,400
LTA	972	11,662
Statutory Bonus	972	11,662
Special Allowance	12,495	149,942
Gross Salary	**30,972**	**371,666**
Employer Contributions		
EPF	1,800	21,600
ESI	0	0
Gratuity	561	6,734
Fixed Compensation	**33,333**	**400,000**
Variable Pay		**50000**
Annual Cost to Company		**450,000**

Deductions:

EPF	1,800	21,600
ESIC	0	0
PT Deduction	200	2,500
Net Pay	**28,972**	**500000**

*TDS deduction is subject to taxable income.
**If your Annual Compensation includes a performance-linked variable then the payment will be subject to achievement of predefined targets. Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.
*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

Vibhanshu Patel

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Prithviraj A Joglekar,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Proddutur lalu Sai Teja,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

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Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

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ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

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F :+91 (80) 2844 0054
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Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear RAJESH KUMAR G,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

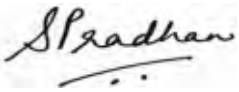
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear RAJESH,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

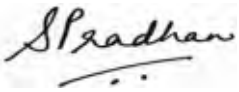
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Offer: Computer Consultancy
Ref: TCS/DT20208279529/Bangalore
Date: 11/10/2020

Dear Rashmitha,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

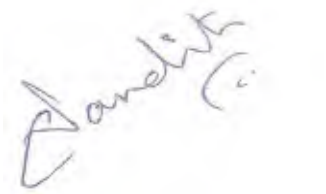
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Rashmitha**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279538/Bangalore
Date: 11/10/2020

Dear Rishabh Ladge,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

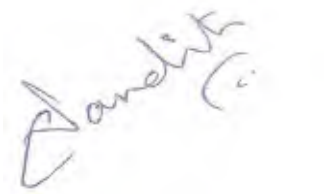
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

GROSS SALARY SHEET **Annexure 1**

Name	**Rishabh Ladge**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279539/Bangalore
Date: 11/10/2020

Dear Rishabh Ladge,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

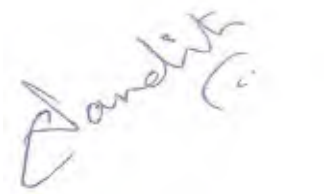
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Rishabh Ladge**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Bangalore – 560 100. India
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cgi.com
CIN: U72200KA1990PTC019138

Dear SAHIL JAISWAL,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

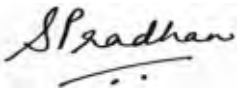
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Shakshi Poojari,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear SHANKAR SHAKYWAR,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

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Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279524/Bangalore
Date: 11/10/2020

Dear Sharan Nagaraj,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

TATA CONSULTANCY SERVICES
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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

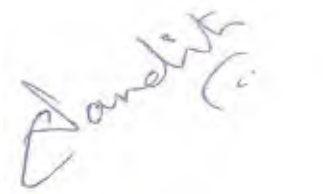
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sharan Nagaraj**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

TATA CONSULTANCY SERVICES
VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear SHAREEF TANISHKA RAFIQ,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear SIDDHARTH KEMBHAVIMATH,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear SIDDHARTH MARUTI,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

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In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear SIMRAN SHARMA,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

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Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Offer: Computer Consultancy
Ref: TCS/DT20208279518/Bangalore
Date: 11/10/2020

Dear Syed Shaifiq Ahmed,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

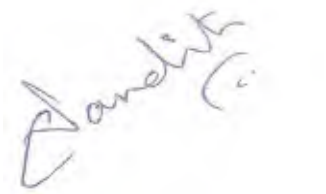
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Syed Shaifiq Ahmed**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279519/Bangalore
Date: 11/10/2020

Dear Tanoj S Reddy,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

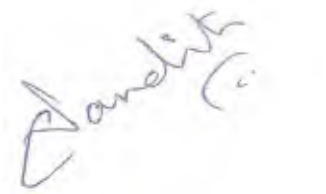
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Tanoj S Reddy**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCS/DT20208279519/Bangalore
Date: 11/10/2020

Dear Tanoj,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Tanoj S Reddy**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Bojamma CV
Dear Bojamma CV

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

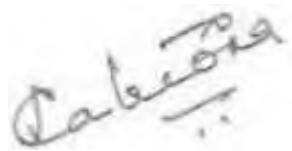
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Bojamma CV

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

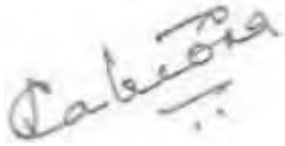
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Bojamma CV
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Janhavhii Nagpal
Dear Janhavhii Nagpal

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

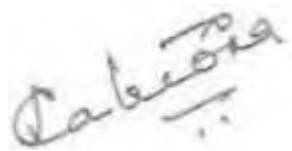
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Janhavhii Nagpal

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

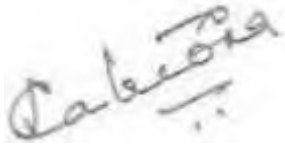
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Janhavhii Nagpal
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

KIRAN BHAGWAT
Dear KIRAN BHAGWAT

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: KIRAN BHAGWAT

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	650000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: KIRAN BHAGWAT
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Swetha Sunil

Dear Swetha Sunil

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited

Catriona Mackness

Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Swetha Sunil

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Swetha Sunil
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Akarsh KR

Dear Akarsh KR

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Akarsh KR

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

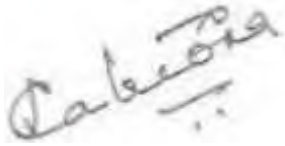
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Akarsh KR
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

DocuSign Envelope ID: 664C02BC-73AB-40A0-A3CA-819FBF8B364B

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Arpitha
Dear Arpitha,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Arpitha

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

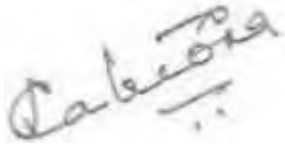
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Arpitha
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Deepak Solanki

Dear Deepak Solanki

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Deepak Solanki

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

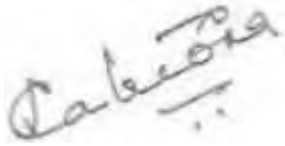
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Deepak Solanki
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Deepika S
Dear Deepika S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

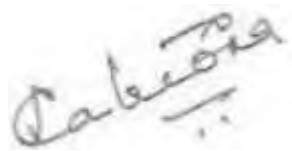
b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited



Catriona Mackness

Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Deepika S

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Deepika S
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Lisa Jain
Dear Lisa Jain

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Lisa Jain

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THOMSON REUTERS

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Lisa Jain
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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THOMSON REUTERS

I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

MADHUBALA P

Dear MADHUBALA P

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

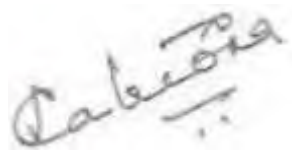
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: MADHUBALA P

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	650000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: MADHUBALA P
Title: Associate Master Data
Date: 23 February 2020

DocuSign Envelope ID: 664C02BC-73AB-40A0-A3CA-819FBF8B364B

THOMSON REUTERS

Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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THOMSON REUTERS

I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Saniya Ameen Dhamani

Dear Saniya Ameen Dhamani

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

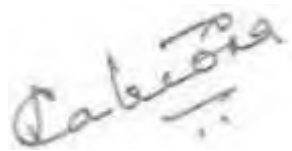
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Saniya Ameen Dhamani

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

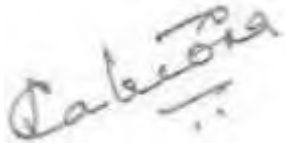
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Saniya Ameen Dhamani
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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February 23, 2020

VT Mohammed Fahim
Dear VT Mohammed Fahim

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: VT Mohammed Fahim

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

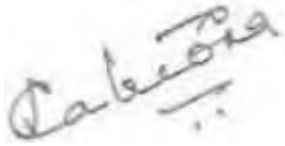
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: VT Mohammed Fahim
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

B Kishore Kumar
Dear B Kishore Kumar

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: B Kishore Kumar

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

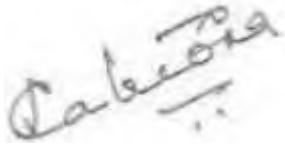
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: B Kishore Kumar
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Chowdareddy GC
Dear Chowdareddy GC

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

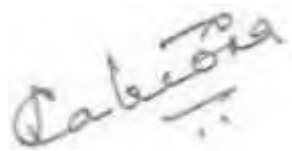
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Chowdareddy GC

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THOMSON REUTERS

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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THOMSON REUTERS

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

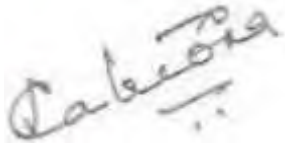
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Chowdareddy GC
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Hitesh Kumar Panda

Dear Hitesh Kumar Panda

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

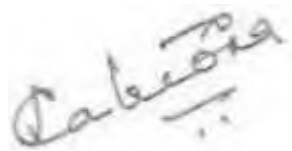
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Hitesh Kumar Panda

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Hitesh Kumar Panda
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

JOICE ACHAMMA ABRAHAM

Dear JOICE ACHAMMA ABRAHAM

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: JOICE ACHAMMA ABRAHAM

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	650000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: JOICE ACHAMMA ABRAHAM
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

DocuSign Envelope ID: 664C02BC-73AB-40A0-A3CA-819FBF8B364B

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

JOSHI KRISHA NIRAV
Dear JOSHI KRISHA NIRAV

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: JOSHI KRISHA NIRAV

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	650000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: JOSHI KRISHA NIRAV
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Katherinm S

Dear Katherinm S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

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a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

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a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

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d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Katherinm S

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Katherinm S
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Kavay Margarte
Dear Kavay Margarte

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Kavay Margarte

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Kavay Margarte
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

KHATIJATULKUBRA MANEK I A

Dear KHATIJATULKUBRA MANEK I A

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

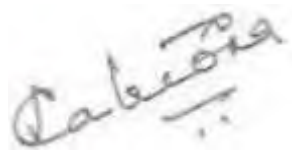
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: KHATIJATULKUBRA MANEK I A

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	650000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: KHATIJATULKUBRA MANEK I A
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Dear KS Karthik

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name:

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

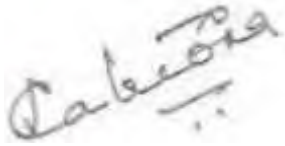
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name:
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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THOMSON REUTERS

I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Mamatha N
Dear Mamatha N

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Mamatha N

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

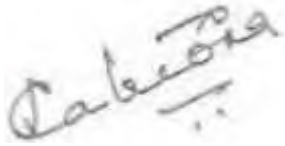
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Mamatha N
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

N Swetha

Dear N Swetha,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: N Swetha

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

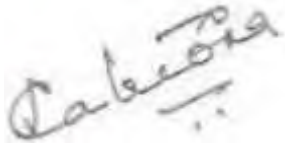
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: N Swetha
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Pooja C

Dear Pooja C

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

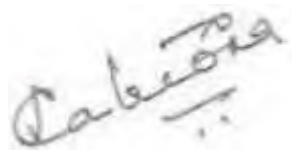
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Pooja C

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Pooja C
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Pooja S

Dear Pooja S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Pooja S

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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THOMSON REUTERS

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

DocuSign Envelope ID: 664C02BC-73AB-40A0-A3CA-819FBF8B364B

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Pooja S
Title: Associate Master Data
Date: 23 February 2020

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THOMSON REUTERS

Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Prashanth Kumar M

Dear Prashanth Kumar M,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Prashanth Kumar M

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

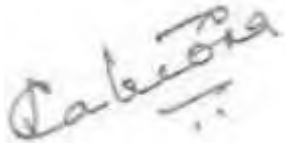
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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THOMSON REUTERS

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Prashanth Kumar M
Title: Associate Master Data
Date: 23 February 2020

DocuSign Envelope ID: 664C02BC-73AB-40A0-A3CA-819FBF8B364B

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

R Ramya Lakshmi

Dear R Ramya Lakshmi,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: R Ramya Lakshmi

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

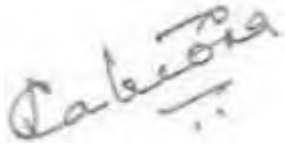
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: R Ramya Lakshmi
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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February 23, 2020

Raksha Savanth SM

Dear Raksha Savanth SM

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

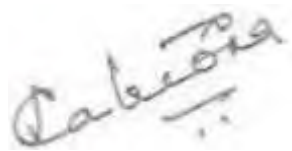
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Raksha Savanth SM

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

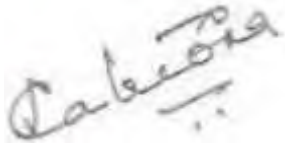
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Raksha Savanth SM
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Rishabh Ladge

Dear Rishabh Ladge

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

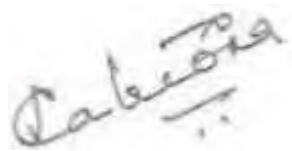
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Rishabh Ladge

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

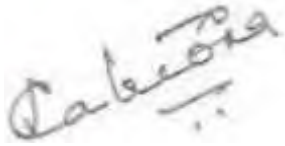
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Rishabh Ladge
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Sushmitha Ashok
Dear Sushmitha Ashok

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

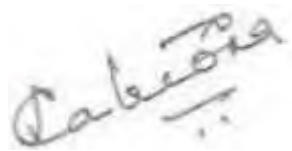
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Sushmitha Ashok

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Sushmitha Ashok
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Dear Syed Burhanuddin,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

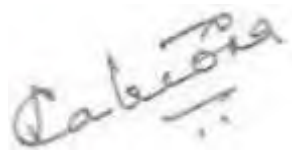
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: syed Burhanuddin

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: syed Burhanuddin
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Syed Sadath
Dear Syed Sadath

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.
Associate Master Data
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

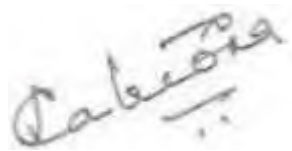
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Syed Sadath

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
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Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

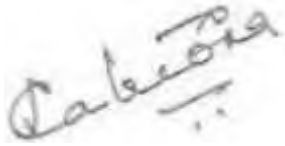
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Syed Sadath
Title: Associate Master Data
Date: 23 February 2020

DocuSign Envelope ID: 664C02BC-73AB-40A0-A3CA-819FBF8B364B

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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THOMSON REUTERS

I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Thomas Domnic

Dear Thomas Domnic

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole.

Associate Master Data

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

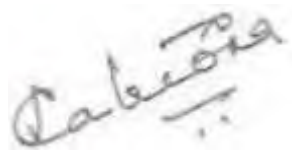
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Thomas Domnic

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

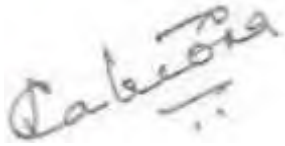
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Thomas Domnic
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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February 23, 2020

Vibhuthi vishwanath

Dear Vibhuthi vishwanath

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Vibhuthi vishwanath

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Vibhuthi vishwanath
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Vignesh V

Dear Vignesh V

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

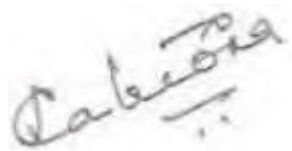
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Vignesh V

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

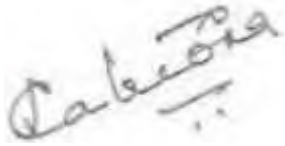
Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Vignesh V
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Vinayak V

Dear Vinayak V,

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**
Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

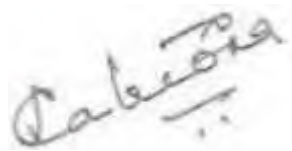
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Vinayak V

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Vinayak V
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 23, 2020

Yamini KV

Dear Yamini KV

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for therole. **Associate Master Data**

Congratulations!

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entitywhose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on March 7, 2020

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hoursof work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time totime be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operationof the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity willbe deemed to control another entity if it has the power to direct or cause the direction of the management orpolicies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes forbenefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefitsin relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

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b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remunerationincludes any amounts or components that law or regulation requires the Company to pay you as an employee(Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual componentsof your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually.Where the Company agrees to revise your remuneration, you will be notified of it in
d. writing. Until the Companynotifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Periodwill be deemed to have been extended until the Company advises you in writing of confirmation in your appointmentor notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment ofproportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailedin the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.)or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflictor is in competition to the Company's business, the Company may terminate your employment without furthernotice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of suchchecks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a backgroundcheck and check of references satisfactory to the Company. Further, the Company shall have the right, and youhereby consent to such monitoring of your performance and your activities during the period of employment withthe Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standardsof ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as tothe standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you asto how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy ofthe acknowledgement form at the end of the Code and return it to your local Human Resources department.

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b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it willbe necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are madeto the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereoffrom time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment.Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performanceof your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights inthe works created by you in accordance with the form attached to this letter as Annexure IV.

Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

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Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company toyou (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violationsof any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materiallyfalse or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7or otherwise receives information or becomes aware of information concerning you which the Company, actingreasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educationalqualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per therequest of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter,notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at itssole option and discretion, to place you on garden leave from the date of the notice of termination or resignationuntil the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

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You may not be engaged or employed by or take up any office or partnership in any other company, firm or business,or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key currentPolicies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may fromtime to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agreethat the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies.You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previousemployer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutorytaxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged topay you at the time of settling your dues following cessation of employment.

15. The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services withthe Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or enticeaway any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period ofone (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offeredby the Company or its group companies.

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b. For a period of one (1) year from date of termination of services or expiry of services with the Company (exceptwith the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of youremployment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the placewhere your manager is based with a copy to Human Resource team supporting your function. You agree that wherewe need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of thelast known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company andlook forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch withthe Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and furtheragree that (a) it contains the terms of my employment with the Company including those set out in Annexure I tothis letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: Yamini KV

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Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	450000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance: Shift Allowance:	Where applicable and the allowance is variable based on shifttimings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which thisis a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

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Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).3
- Passport Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of thefollowing memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that itis my responsibility to check for any modifications or amendments to the memorandum mentioned above from timeto time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with themas are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Yamini KV
Title: Associate Master Data
Date: 23 February 2020

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Annexure W

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure aboutthe Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property.The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere inthe world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including withoutlimitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due orwill accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive anysuch rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

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I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Tinu Tony,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka - 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear BALASARAVANAN K

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048- at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	BALASARAVANAN K
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka - 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear BALASUBRAMANIAN K V

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048- at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

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Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

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Other information :

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- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
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Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	BALASUBRAMANIAN K V
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	BALASUBRAMANIAN K V
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	Afifiu6l (INR)
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear BANU G N

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

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Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

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For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	BANU G N
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	BANU G N
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
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Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear BHAGYA SATHYA B

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2023**
Probationary Period	: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	BHAGYA SATHYA B
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	BHAGYA SATHYA B
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	Afifiu6l (INR)
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear C PRAVEEN

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Appointment

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For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	C PRAVEEN
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	C PRAVEEN
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka - 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear CHAITRA H B SHETTY

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

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For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	CHAITRA H B SHETTY
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	CHAITRA H B SHETTY
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
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Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear CHANDANA S

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- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
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- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	CHANDANA S
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	CHANDANA S
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear DAYANAND K

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
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Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	DAYANAND K
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	DAYANAND K
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

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Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

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Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka - 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear E S KARTHIKEYAN

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048- at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

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Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
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Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
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This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	E S KARTHIKEYAN
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	E S KARTHIKEYAN
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
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Note:

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Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka - 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear ELIZA ALISHA HARSHIKA BARWA

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048- at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2023**
Probationary Period	: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

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- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
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This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	ELIZA ALISHA HARSHIKA BARWA
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	ELIZA ALISHA HARSHIKA BARWA
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
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Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear G PAVAN KUMAR

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	G PAVAN KUMAR
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	G PAVAN KUMAR
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	Afifiu6l (INR)
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
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A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

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Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear GAURAV JAIN

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

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Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
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Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

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- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	GAURAV JAIN
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	GAURAV JAIN
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear GOUTHAM U

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	GOUTHAM U
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	GOUTHAM U
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
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Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear MARY MONISHA.G

Congratulations!

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Terms and Conditions:

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Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	MARY MONISHA.G
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka - 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear MUHAMMED ADIL CM

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048- at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

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Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	MUHAMMED ADIL CM
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear NAYAAB KHAN

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	NAYAAB KHAN
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka - 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear NISHADHATH BHANU M

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048- at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
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- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	NISHADHATH BHANU M
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear NISHTHA MEHRA

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	NISHTHA MEHRA
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear PRABHLEEN KAUR CHAWLA

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2023**
Probationary Period	: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
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Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

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Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
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This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	PRABHLEEN KAUR CHAWLA
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear PRANUJA RAJAN

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

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Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	PRANUJA RAJAN
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
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St6tutory Cofitributiofis (PF) (B)	21,600
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear PRASURNA. N

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	PRASURNA. N
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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16 May 2020
Bengaluru

Subject: Offer Letter

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Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

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Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

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For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	PRAVEENA K
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
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16 May 2020
Bengaluru

Subject: Offer Letter

Dear RAJA VENKATESWARI S

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For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	RAJA VENKATESWARI S
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
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Gross (A)	7,22,400
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Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	RAJA VENKATESWARI S
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear RANJINI.K

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
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Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	RANJINI.K
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
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Note:

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear SHRI LAKSHMI S

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	SHRI LAKSHMI S
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
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Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear SHYAMOLI HANDIQUE

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

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Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	SHYAMOLI HANDIQUE
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear SRI RANGA A.Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	SRI RANGA A.
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

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Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

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Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear YASHIKA JAYSUKH PATEL

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
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Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

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Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
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We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	YASHIKA JAYSUKH PATEL
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear MEGHNA .P.S

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

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Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	MEGHNA .P.S
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
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Gross (A)	7,22,400
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Performance Linked Pay: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.
Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

16 May 2020
Bengaluru

Subject: Offer Letter

Dear NAMRATHA DINESH

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location : Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date : Your joining date as mutually agreed is **04 September 2023**

Probationary Period : You will be required to serve a probationary period of six months.

Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company. The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation. In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are

duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited.

For Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	NAMRATHA DINESH
Date:	17-05-2020
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	K K6rthik Reddy
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	2,88,960
HRA	1,15,584
Speci6l Allow6fice	3,17,856
Gross (A)	7,22,400
St6tutory Cofitributiofis (PF) (B)	21,600
Gross with st6tutory (A+B)	7,44,000
V6ri6ble P6y (C)	56,000
Tot6l Afifiu6l CTC (A+B+C)	8,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additional Compensation:

Sign on Bonus: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

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Relocation: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Varsha Dasharath Umate,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/- .** You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.

ii. Group Life Insurance coverage of **Rs.14, 00,000/-.** This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program (“Training Agreement”).

ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro’s - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

i. You will be enrolled for M-Tech program with a renowned institution (“University”) that collaborates with Wipro for WILP.

ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.

iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

iv. You will not be able to change Specialization track after enrolment.

v. Overall program duration is 4 years from date of enrolment of academic program.

vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.

vii. You will be required to submit a project work / dissertation in your final semester (8^{th} semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.

ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.

x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm

xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.

xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.

xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.

xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.

xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.

xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure

xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.

xix. The 8th semester of study is fully devoted for dissertation / project work

xx. If a Scholar trainee’s CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation

xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.

xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.

xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.

xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.

xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.

xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head /

Manager of WILP Academy

ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.

iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

   a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.

   b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.

   c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.

   d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.

iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.

ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.

iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.

iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.

vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).

vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).

ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled , without any notice or payment of scholarship in lieu of notice not withstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro’s rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.

ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro’s right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.

ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

iii. The full day lecture sessions will be held at any of Wipro’s other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.

iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions.

16. General:

i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.

ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.

iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.

iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.

ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited,**

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Radheshyam Thakur, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

a. validating my application form and retaining records on the same for any future reference/verification;

b. processing my application form including background verification checks;

c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third

party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.

ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Cloud & Digital Database

Skill Preferences 2 : CEP-SAP-ABAP

Skill Preferences 3 : Python App

Location Preferences 1 : Bangalore

Location Preferences 2 : Mysore

Location Preferences 3 : Chennai

☑ Accept ☐ Decline

☑ **Signature** Radheshyam Thakur 25/1/2023 10:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T :+91 (80) 2844 0011
F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

CGI Information Systems and Management Consultants Pvt. Ltd.
Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com
CIN: U72200KA1990PTC019138

Dear VIJAYALAKSHMI KUMBAR,

I am delighted to offer you a role at CGI Information Systems and Management Consultants Private Limited **("CGI" or "Company")** where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Software Engineer** and your **Total Target Earnings** is INR **302000**- in accordance with the terms and conditions contained below.

This offer is contingent on your:

- successful completion of your graduation with a minimum of [60%] of marks and no backlog in any semester;
- successful completion of pre/post-employment training designated by the Company. Details of the training, duration, and conditions of training will be communicated to you by the Company upon your acceptance of this offer. You are required to maintain the minimum attendance threshold throughout the training and achieve the grade pre-defined by the Company for the successfulcompletion of the training.

Should you fail to achieve the above pre-requisite, the Company shall be entitled to revoke this offer at its discretion or terminate your employment forthwith without notice or pay in lieu thereof.

You are requested to report at Bengaluru our office on 24 July 2020 . Your appointment will be effective on your joining date. If you do not confirm your acceptance within the timeframe mentioned below, this offer will be considered withdrawn unless extended in writing by the Company.

- You are required to communicate your acceptance of this offer via email to your assigned Recruiter's CGI email id on or before 23 July 2020. You will also be required to read, understand and execute the CGI Candidate Declaration that will be issued to you on your joining date.
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities.
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A.
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via email to your CGI designated recruiter for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join. You hereby agree that you shall undertake all necessary steps to keep such work permit valid and subsisting throughout the term of your employment with the Company.

- Your employment will be subject to a probationary period of [6] months **("Probationary Period").** If your performance is, in the opinion of the Company, found to be satisfactory during this period, then the Company shall confirm the appointment in writing. The Company may, at its sole discretion, extend the Probationary Period, by providing you prior written notice. Your employment remains subject to [15] days' notice of termination until you are notified in writing of the satisfactory completion of the Probationary Period.
- This appointment will be based on your agreement to serve the Company for a minimum period of two years effective your date of joining. On joining, you will have to sign the Employment Agreement with the Company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment forthwith without notice or pay in lieu thereof. It is a condition of your employment that you have a valid passport at all times.
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- Your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies or other third parties. In case your services are transferred to any of our group companies or affiliates of the Company, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your remuneration is strictly confidential. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should not be shared with anyone.
- **Code of conduct:** You will abide by CGI policies including all amendments as may be carried out from time to time at sole discretion of CGI **("CGI Policies"),** and the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the Company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.

  a) You will not carry on any business other than for the Company or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.

  b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason, withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI.

  c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, the affiliates or group companies of CGI, or the clients of CGI or its affiliates and group companies, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information means and includes information which is confidential and proprietary to CGI and its affiliates and group companies, and/or to certain third parties with which CGI has relationships, and disclosed to or obtained by you from CGI and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to CGI and/or its competitors (present or potential) including but not limited to CGI's intellectual property; client names; project related information; content; data;
  techniques; plans; designs; programs; customer information; identity and job descriptions of CGI's personnel; organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this appointment letter; or any other information, not in the public domain pertaining to the business or affairs of CGI; but does not include information that is in the public domain other than by your breach of this appointment letter and/or of any other agreement to which you are bound by. You will not divulge confidentialinformation to anyone, including family,friends, and especially others in the same or similar competing businesses. You will sign a Confidentiality andNon-Disclosure Agreement to protect CGI's confidential information at the time of your onboarding and anytime upon request during your employment with CGI. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:

i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company

ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct; and

iii. You shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards.

e) Intellectual Property: You irrevocably, absolutely and perpetually assign to the Company worldwide right(s), title(s), and interest(s) under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution(s) during the term of the employment, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be 'work for hire' and/ or inventions developed in the course of employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services are not deemed to be works and/ or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to you under such applicable law, you hereby assign and transfer to the Company any/all right(s), title(s), and interest(s) in such works and/ or inventions. You further irrevocably, absolutely and perpetually assign to the Company the worldwide rights in respect of: (a) any licences, permissions and grants in connection with any Intellectual Property therewith; (b) applications for any of the foregoing and the right to apply for them in any part of the world; (c) right to obtain and hold appropriate registrations in Intellectual Property, (d) all extensions and renewals thereof; and (e) causes of action in the past, present or future, related thereto including the rights todamages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. Further, you hereby agree to waive any right to and refrain from raising any objection or claims pursuant to Section 19(4) and Section 30-A of the Copyright Act, 1957.

For the purpose of this agreement, "Intellectual Property" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

f) You will be responsible for the safekeeping and return in good condition all the Company property and all material or documents (including reproductions and excerpts) containing Confidential Information and any letter of authority or power of attorney issued to you, which will be in your use, custody or charge.

- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potentialclients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI.
- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs orsuggestions.
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed bythe existing Shift Allowance Policy.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company Policies.

- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified.
- **Termination of employment:**
  - i **Termination without cause:** Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and **Two month's written notice** or **Two month's salary in lieu thereof** after confirmation of employment with the Company. Whilst the Company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case.
  - ii **Termination for Cause:** Notwithstanding anything contained in this appointment letter, the Company may terminate the employment contemplated hereunder at any time without requiring to serve notice period or payment in lieu of notice period, for 'cause'. For the purpose of this Agreement 'cause' shall include:
    - (a) inattention or negligence in the performance of duties and obligations under this appointment letter;
    - (b) repeated failure to comply with lawful directions of the Company and its officers;
    - (c) conviction in a criminal case or framing of charges in a criminal case;
    - (d) breach of the terms of this appointment letter and breach of representations and warranties contained herein;
    - (e) unethical business conduct;
    - (f) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of the Company;
    - (g) fraud, misappropriation or dishonesty in respect of the property or the business of the Company;
    - (h) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
    - (i) habitual neglect of your work or gross or habitual negligence in the performance of your duties;
    - (j) unauthorised disclosure of any Confidential Information of the Company; and/or
    - (k) any act or omission that could be construed as misconduct under applicable law.
  - iii **Termination for ill-health or disability:** If you, at any time, are prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company, either through yourself or any of your relatives, and supply it with such details as it may require and if you are unable by reason of ill-health or accident or disability, for a period of 60 days or more to perform your duties hereunder, the Company may forthwith terminate your employment.
  - iv **Project Engagement:** You understand and acknowledge that the business of the Company is dependent on the projects that it receives from its clients and that you have been employed to primarily work on such projects. If the project that you are working on requires a lower headcount or is winding up, you will no longer be required to work on such project. You will be informed at least 30 days prior to the date from which you will no longer be required to work on such project. In the event that either CGI or you are unable to find an alternate project that you can be staffed on within 45 days of your last project, your employment shall be deemed redundant and shall be terminated in accordance with applicable law and the terms of this letter. Notwithstanding the foregoing, you expressly agree that if you refuse two or more opportunities that are offered to you by CGI to be placed on an alternate project, it shall be deemed that you are voluntarily resigning from your employment with CGI. You understand and acknowledge that if you fail to upskill / reskill as required by and to the satisfaction of the Company, the Company will not be able to place you on an alternate project. Being placed on an alternate project is subject to availability of roles and your skill sets, and is not an obligation of the Company.
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above.
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever.

- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to clients or customers or with any competitor or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company or to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI.
- You will keep us informed of any change in your residential address/contact details.
- If you resign from the service or your employment is terminated for any reasons before completing one (1) year of service, you will fully reimburse the Company, the joining bonus, transition bonus, retention bonus, notice pay and relocation expenses, if any.
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Additionally, you shall also be responsible for notifying CGI of any proceedings which may impact your ability to fulfill your job responsibilities. Your failure to notify the above details will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company.
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years.
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties).
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. CGI will conduct background checks to verify your identity, education, professional qualifications, employment history and references (Level 1), and will include, depending on the nature of your position or at a client request, a criminal record check (Level 2) and credit verification (Level 3) if you have access to CGI and/or client sensitive or critical information, facilities or assets and/or your role requires handling of financial transactions. In addition, during the course of your employment on need basis or on a recurrent basis every 5 years and in a context of change of role, a complete re- verification including background checks as per CGI policies including without limitation, criminal record checks (Level 2) and credit verifications (Level 3) may be conducted, if applicable. Also, dual employment checks could be conducted at any time during the course of your employment. By signing this Employment Agreement, you are providing a free, informed and ongoing consent to all such verifications before and during the course of your employment as per CGI's policies and you agree to sign any forms required for such verifications at the appropriate time. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

- **Data Protection and Privacy:** The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received directly from you or from other sources, and some personal data may be recorded directly or indirectly by internal security systems (such as CCTV cameras) or by other means. The Company may process such data for relevant and limited purposes. By agreeing to employment with CGI, you hereby expressly consents to the following:

  (a) the processing of your personal data by the Company or such third-party appointed by the Company;

  (b) the collection and processing of sensitive personal data or information (as defined under applicable laws) about you for limited purposes;

  (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and

  (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

- Subject to insurance policies that the Company may have and other statutory insurances, you may be eligible to receive compensation under the Employees Compensation Act, 1923, for injuries arising out of and in the course of employment.
- Women employees of the Company shall be entitled to maternity leave in accordance with the Maternity Benefit Act, 1961 (as applicable), i.e., eligible women employees shall be entitled to 26 weeks of maternity leave for the first 2 surviving children, and 12 weeks of maternity leave for every subsequent child
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.

Relevant Experience = Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI

Weighted Experience = A weighted percentage is given to your non-relevant experience, either to your role or skill, for which you are being hired in CGI

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.
- This letter supersedes all oral or written communication exchanged between you and CGI prior to the date of this letter and commitments, if any, made during the selection process. You acknowledge that you have read and understood the terms and conditions of this offer letter and to confirm your acceptance of this offer letter, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your onboarding day.
- If any provision of this letter is held to be unenforceable, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If any portion of this letter is held to be unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
- Your employment with the Company and this letter shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. You agree to the exclusive jurisdiction and venue of the courts in Bangalore for the resolution of all disputes arising under this letter.
- No waiver by the Company of any breach of this letter shall be valid unless in writing and signed by the Company. The waiver by the Company hereto of any provision of this letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this letter

- You shall, at all times during the course of your employment with the Company (and even after its termination) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any misrepresentations or breach of this letter, acts or omissions by you during the course of employment.
- You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of the Company, or reflect negatively upon, the individual or company being disparaged.

- **Base Compensation Components:**

Designation: Associate Software Engineer		
Date of Joining**:** 24 July 2024		
Pay Components	**Monthly (INR)**	**Annual (INR)**
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan[-1]	6,136	73,632
Base Compensation	**27,636**	**331,632**
Provident Fund *Company Contribution*	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	**31,250**	**375,000**
Share Purchase Plan *Company Contribution*[-2]	829	9,948
Profit Participation Plan[-3]	553	6,636
Total Target Earnings	**32,632**	**391,584**

- [-1] **Flexible Compensation Plan:** Option to allocate to components like Meal Vouchers, Conveyance, National Pension Scheme, LTA etc
- [-2] CGI will contribute towards **Share Purchase Plan (SPP):**As part of our ownership culture, we enable those who join CGI to become an owner through our Share Purchase Plan. It is an opportunity for you to buy shares in CGI, become an owner, and benefit from any long-term appreciation in the CGI share price. When you choose a percentage to contribute, CGI will match your contribution 100% (up to **3%** of your Base Compensation). Contributions are done on a monthly basis towards the purchase of CGI shares, and you can start, stop and change your contribution at any time. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares.
- [-3] **Profit Participation Plan:** This plan distributes a portion of our profits based on the achievement of CGI's financial objectives, as well as individual performance. The Target Profit Participation Plan (PPP) is at **2%** of Base Compensation on pro rata basis andcan be more or less basis the performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of Jun 30th of CGI Inc. fiscal year (Oct-Sept) are eligible and should be active on rolls as on Dec 31st to receive the payout. The Corporate guidelines of PPP may be amended from time to time
  Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

In addition to the above you are eligible for:

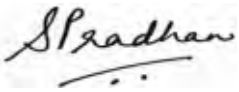
- **INR 25,000/-** towards annual insurance premium to cover self, spouse & up to two dependent children under Group MediClaim Insurance and to cover self under Group Personal Accident Insurance & Group Term Life Insurance

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and
Management Consultants Pvt. Ltd.,



Sarika Pradhan
Vice President Corporate Services

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date

Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification.** Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	**Documents**
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10th class mark sheet & certificate
7	12th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report

Offer: Computer Consultancy
Ref: TCS/DT20208279520/Bangalore
Date: 11/10/2020

Dear Vishwas K H,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹350000/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Withdrawal of Offer

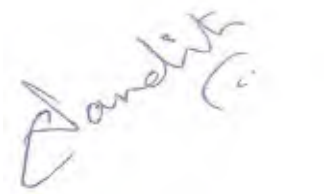
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Vishwas K H**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	350000
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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